



**CITY OF CEDAR PARK
REGULAR SCHEDULED CITY COUNCIL MEETING
CEDAR PARK CITY HALL - COUNCIL CHAMBERS
450 CYPRESS CREEK ROAD, BUILDING FOUR
MARCH 24, 2016 AT 6:30 PM**

Mayor Matt Powell
Stephen Thomas, Council Place One
Lyle Grimes, Council Place Three
Lowell Moore, Council Place Four

Mayor Pro Tem Corbin Van Arsdale
Jon Lux, Council Place Five
Kristyne Bollier, Council Place Six
Brenda Eivens, City Manager

AGENDA

- A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.
- A.2 Invocation. ⁽¹⁾
- A.3 Pledges Of Allegiance (U.S. and Texas).
- A.4 Presentations: Proclamation Recognizing Cedar Park High School's Accomplishments.
- A.5 Citizen Communications. (Not for items listed on this agenda. Three minutes each. no deliberations with Council. Council may respond with factual information.
- A.6 Mayor And Council Opening Comments.

CONSENT AGENDA

Pursuant to Council Rule 2.3, the City Council Consent Agenda consists of all matters set forth on Agenda Items B, C, and D.

- [B.1](#) Approval Of The Minutes From The City Council Regular Scheduled Meeting Of December 17, 2015.
- [B.2](#) Receipt Of Minutes From The Community Development (Type B) Corporation Board Meeting Of February 09, 2016.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

- [B.3](#) Receipt Of Minutes From The Tourism Advisory Board Meeting Of January 26, 2016.
- [C.1](#) (FLU-15-011) Second Reading And Approval Of An Ordinance Amending The City’s Future Land Use Plan To Change The Future Land Use Designation For Approximately 13.12 Acres Located West Of North Lakeline Boulevard And North Of West Park Street From Local Office/Retail/Commercial (LOC) To Regional Office/Retail/Commercial (REG). ***The Planning And Zoning Commission Voted 7-0 To Recommend Regional Office/Retail/Commercial (REG).***
- [C.2](#) (Z-15-030) Second Reading And Approval Of An Ordinance To Rezone Approximately 13.12 Acres Located West Of North Lakeline Boulevard And North Of West Park Street From Local Retail (LR) To General Retail – Conditional Overlay (GR-CO). ***The Planning And Zoning Commission Voted 7-0 To Recommend General Retail – Conditional Overlay (GR-CO) As Requested.***
- [D.1](#) A Resolution Authorizing Issuance Of A Parks Special Use Permit To The Cedar Park Chamber Of Commerce For A Barbeque Competition At Milburn Park On April 1st and 2nd, 2016.
- [D.2](#) A Resolution Authorizing Issuance Of A Parks Special Use Permit To The Cedar Park Typhoons Swim Team For A Swim Meet At Milburn Park On July 9th, 2016.
- [D.3](#) A Resolution Rescinding Resolution Number R078.16.03.10.D4 Affirming The Certification Of Unopposed Candidate For Council Place Two In The May 7, 2016 General Election; Declaring Candidate Elected To Office Upon The Close Of The Official Canvassing Period As Set Forth By State Statue.
- [D.4](#) A Resolution Authorizing An Interlocal Agreement With The Brushy Creek Utility Authority (“BCRUA”) And The City Of Cedar Park To Allow The BCRUA To Participate In The City’s Depository And Banking Services Contract With Wells Fargo Bank, N.A.
- [D.5](#) A Resolution Authorizing Staff To Amend The Existing ICMA Retirement Corporation Governmental Money Purchase Plan And Trust.
- D.6 Authorization To Excuse The Absences Of Mayor Pro Tem Arsdale And Councilmember Bollier From The Regular Scheduled Meeting Of March 10, 2016.

PUBLIC HEARINGS

- E.1 First Reading And Public Hearings: No Item For Consideration.

REGULAR AGENDA (NON-CONSENT)

- [F.1](#) Consideration Of A Resolution Authorizing The Expenditure Of Hotel Occupancy Tax (HOT) Funds To Ryan Sanders Baseball, L.P. To Provide For Reimbursement Of Eligible Expenditures For NOLA, Texas Food And Music Festival In An Amount Not To Exceed \$30,000.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

- F.2 Discussion Of The "Love Your Neighbor" Program - Doug James, Hill Country Bible Church. (Mayor)
- [F.3](#) Consideration Of A Resolution Approving A Rate Adjustment Pursuant to the Residential Services And City Services Agreement Between The City Of Cedar Park And Central Texas Refuse, Inc. To Reduce The Rate From \$15.56 Per Month To \$14.83 Per Month.
- [F.4](#) Consideration Of A Resolution Authorizing The Renewal Of The Residential Services And City Services Agreement Between The City Of Cedar Park And Central Texas Refuse, Inc.
- [F.5](#) Consideration Of A Resolution Authorizing An Economic Development Incentive Agreement Between Comprehensive Healthcare Management and The Cedar Park Economic Development (Type A) Corporation In An Amount Not To Exceed \$85,000.
- [F.6](#) Consideration Of A Resolution Authorizing The Cedar Park Economic Development (Type A) Corporation To Provide The Funding For the Replacement And Installation Of Backlit City Logos On The Two Colonnades At The Cedar Park Center In An Amount Not To Exceed \$35,000.
- [F.7](#) Consideration Of A Resolution Authorizing An Agreement With Weaver Technologies, LLC In An Amount Not To Exceed \$299,999 For The Purchase Of Computer Hardware And Associated Virtualization Software.
- [F.8](#) Consideration Of A Resolution Authorizing An Agreement To Purchase Microsoft Office Licenses In An Amount Not To Exceed \$72,300, And Microsoft Virtual Desktop Access Subscription Based Licenses From SHI Government Solutions In An Amount Not To Exceed \$52,635.
- [F.9](#) Consideration Of A Resolution Authorizing An Engineering Services Agreement For The Design Of The Lone Star Drive Wastewater Improvements Project In An Amount Not To Exceed \$250,000.
- [F.10](#) Consideration Of A Resolution Authorizing An Amendment To The Property Tax Abatement Agreement Between The City of Cedar And Dana Limited For The Abatement of Property Taxes.
- [F.11](#) Consideration Of The 2016 City Council Strategic Goals.
- [F.12](#) Update On Advanced Metering Infrastructure (AMI).
- [F.13](#) Discussion And Possible Action Regarding The Installation And Configuration Of Wireless Internet Service In Elizabeth Milburn Park As A Pilot Program. (Grimes)
- F.14 Consideration Of Sister Cities. (Grimes)
- [F.15](#) Discussion And Possible Action Regarding The City Council Regular Scheduled Meeting Scheduled For May 12, 2016. (Grimes)

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A.) (Open Meetings Law), "The City Council may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections":

- G.1 Section § 551.071 (1) Consultation With City Attorney Concerning Pending Or Contemplated Litigation Or Settlement Offer.
 - a. Settlement Of Purchase Agreement With Don Hart For 0.146 acres Of Real Property Near The Intersection Of Whitestone Boulevard And Bell Boulevard.
- G.2 Section § 551.071 (2) Consultation With Attorney Regarding Matters In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflict With This Chapter:
 - a. Legal Issues Concerning The Lower Colorado River Authority (LCRA) Proposed Leander To Round Rock 138-Kv Transmission Line Addition Project In Williamson, County, Texas.
 - b. Legal Issues Concerning The Bell Boulevard Redevelopment Project.
 - c. Legal Issues Concerning Future Land Use And Fiscal Impact Analysis.
 - d. Legal Issues Concerning The Master Contract For The Financing, Construction, And Operation Of The Brushy Creek Regional Utility Authority ("BCRUA") Regional Water Treatment And Distribution Project.
- G.3 Section § 551.072 Deliberation Concerning The Purchase, Exchange, Lease Or Value Of Real Property.
 - a. Possible Expansion Of City Park Facilities.
 - b. Purchase And/Or Value Of A 5.217-Acre Tract Owned By Gary And Cathy Gross.
- G.4 Section § 551.087 Deliberation Regarding Economic Development Negotiations.
 - a. Negotiations With Economic Development Prospects.

The Council Reconvenes into Open Session.

OPEN MEETING

Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session.

- H.1 Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session.
- H.2 Mayor And Council Closing Comments.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

H.3 Adjournment.

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council. Separate agenda items may be combined and discussed together at the discretion of the Chair.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizen Communications" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session Items on this agenda.

CERTIFICATION

I certify that the above notice of the Regular Scheduled City Council Meeting of the City of Cedar Park, Texas was posted on the bulletin board of the City of Cedar Park City Hall, 450 Cypress Creek Road, Building Four, Cedar Park, Texas. This notice was posted on:

Date Posted: _____
Date Stamped (Month, Day, Year, AM/PM, Time)

The Cedar Park City Hall Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (512) 401-5002 or FAX (512) 401-5003 for further information.

LeAnn M. Quinn, TRMC
City Secretary

Notice Removed: _____
Date Stamped (Month, Day, Year, AM/PM, Time)

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

Backup material for agenda item:

- B.1 Approval Of The Minutes From The City Council Regular Scheduled Meeting Of December 17, 2015.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

MINUTES

**CITY OF CEDAR PARK
REGULAR SCHEDULED CITY COUNCIL MEETING
CEDAR PARK CITY HALL - COUNCIL CHAMBERS
450 CYPRESS CREEK ROAD, BUILDING FOUR
DECEMBER 17, 2015 AT 6:30 PM**

Mayor Matt Powell
Stephen Thomas, Council Place One
Lyle Grimes, Council Place Three
Lowell Moore, Council Place Four

Mayor Pro Tem Corbin Van Arsdale
Jon Lux, Council Place Five
Kristyne Bollier, Council Place Six
Brenda Eivens, City Manager

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.

Mayor Pro Tem Van Arsdale called the meeting to order at 6:30 p.m.

Mayor Powell and Councilmember Grimes absent from meeting. All others present.

A.2 Invocation. ⁽²⁾

Invocation given by Mayor Pro Tem Van Arsdale.

A.3 Pledges Of Allegiance (U.S. and Texas).

Council led the audience in the Pledges of Allegiance.

A.4 Citizen Communications. (Not for items listed on this agenda. Three minutes each. no deliberations with Council. Council may respond with factual information.

The following citizens registered comment cards regarding the flooding at Riviera Springs but did not address the Council.

Tim Hudgeons

Rhonda Place

Michael Bickerstaff

A.5 Mayor And Council Opening Comments.

Mayor Pro Tem Van Arsdale commented on the VRHS and CPHS football games. The Cedar Park Football Team will have a team escort on their way to the State Championship Game.

CONSENT AGENDA

Pursuant to Council Rule 2.3, the City Council Consent Agenda consists of all matters set forth on Agenda Items B, C, and D.

Agenda Item C.2 removed from the Consent by Mayor Pro Tem Van Arsdale.

Motion to approve all items on the Consent Agenda consisting of Agenda Item B, C, and D, excluding C.2.

Movant: Councilmember Lux

Second: Councilmember Thomas

Vote: 5-0 with Mayor Powell and Councilmember Grimes absent from meeting.

B.1 Approval Of The Minutes From The City Council Regular Scheduled Meeting Of September 17, 2015.

Approved under the Consent Agenda.

B.2 Receipt Of Minutes From The Community Development (Type B) Corporation Board Meeting Of October 13, 2015.

Received under the Consent Agenda.

C.1 (OA-15-004) Second Reading And Approval Of An Ordinance To Amend the Cedar Park Code Of Ordinances, Chapter 11 Zoning, Article 11.02 Zoning Districts and Regulations And Article 11.12 Definitions, As These Relate To Medical Services. ***The Planning And Zoning Commission Voted 7-0 To Recommend The Amendment.***

Approved under the Consent Agenda.

Ordinance Number CO19.15.12.17.C1

C.2 Second Reading And Approval Of An Ordinance To Amend Cedar Park Code Of Ordinances Chapter 6 Seasonal, Temporary and Mobile Business and Events, Article 6.03 Special Events And Seasonal Festivals.

Removed from the Consent Agenda by Mayor Pro Tem Van Arsdale.

Katherine Caffrey, Assistant City Manager, addressed Council regarding the proposed ordinance. There were additional amendments pertaining to Section 6.03.003 Exemptions and Section 6.03.006 Filing Period. Also, the ordinance was updated related to Uniform Traffic Control Devices and the surety bond or cash deposit requirement. Commander Darlene Lewis, Police Department, addressed Council regarding the race events and the

concerns the Department has related to timing, staffing, and the safety of citizens and participants.

Motion to approve an Ordinance to amend Cedar Park Code of Ordinances Chapter 6 Seasonal, Temporary and Mobile Business and Events, Article 6.03 Special Events and Seasonal Festivals.

Movant: Councilmember Moore

Second: Councilmember Thomas

Vote: 5-0 with Mayor Powell and Councilmember Grimes absent from meeting.

Ordinance Number CO20.15.12.17.C2

- C.3 Second Reading And Approval Of An Ordinance Amending The Cedar Park Code of Ordinances, Chapter 4 Business Regulations, Article 4.04 Wrecker Business Regulations, and Appendix A Fee Schedule, Article 3.000 Business Related Fees, Section 3.300 Towing Fees.

Approved under the Consent Agenda.

Ordinance Number CO21.15.12.17.C3

- D.1 A Resolution To Amend The Bylaws Of The Economic Development Sales Tax (Type A) Corporation, Section 2.04, And Cedar Park Community Development Corporation Of Cedar Park, Section 2.06, Regarding The Quorum Requirements And Voting Standards.

Approved under the Consent Agenda.

Resolution Number R042.15.12.17.D1

- D.2 A Resolution Authorizing A Lease For Suite 170, 500 Cypress Creek Road, Cedar Park, Texas With Santa Catarina Restaurant, LLC.

Approved under the Consent Agenda.

Resolution Number R043.15.12.17.D2

PUBLIC HEARINGS

- E.1 First Reading And Public Hearing Of An Ordinance To Amend Cedar Park Code Of Ordinances Appendix A Fee Schedule, Article 5.00 Library Fees And Article 12.00 Park Related Fees

Curt Randa, Parks & Recreation Director, and Julia Mitschke, Library Director, addressed Council regarding the proposed increases to non-resident fees. The proposed amendment to fee schedule would move non-resident fees into a range of 50% to 100% more than the resident fees. Adjustments would apply to the fees for the Library's community and conference rooms and also to the Parks pavilions, pools, swim lessons, and Camp Timberwolf.

Mayor Pro Tem Van Arsdale opened the Public Hearing.

No Public Comment.

Mayor Pro Tem Van Arsdale closed the Public Hearing.

- E.2 (Z-15-020) First Reading And Public Hearing Of An Ordinance To Rezone Approximately 13.54 Acres Located At The Northeast Corner Of East Whitestone Boulevard And Arrow Point Drive From General Office (GO) To General Retail – Conditional Overlay (GR-CO). *The Planning And Zoning Commission Voted 7-0 To Recommend General Retail – Conditional Overlay (GR-CO) As Requested.*

Lee Heckman, Planning Manager, addressed Council regarding the request to rezone 13.54 acres to General Retail – Conditional Overlay.

Mayor Pro Tem Van Arsdale opened the Public Hearing.

No Public Comment.

Mayor Pro Tem Van Arsdale closed the Public Hearing.

REGULAR AGENDA (NON-CONSENT)

- F.1 Consideration For Appointment To The Williamson County And Cities Health District ("WCCHD") Board Of Health.

Mayor Pro Tem Van Arsdale stated there are two applicants interested in serving on the WCCHD Board of Health. He inquired about the length of term for the position.

Kathy Galloway addressed the Council regarding her interest in continuing to serve on the Board.

Ed Strout addressed the Council regarding his interest in being appointed to the Board.

Agenda Item F.1 recalled after the Executive Session.

Councilmember Thomas asked Mr. Strout specific questions related to representing the City of Cedar Park.

Motion to appoint Ed Strout to serve on the Williamson County and Cities Health District Board of Health.

Movant: Councilmember Thomas

Second: Councilmember Bollier

Vote: 5-0 with Mayor Powell and Councilmember Grimes absent from meeting.

- F.2 Consideration Of A Resolution To Authorize An Economic Development (Type A) Corporation Infrastructure Reimbursement Agreement Between The City Of Cedar Park And RRCA Parmer Ranch Trails Lot 4, LTD. To Provide For The Funding Of Economic Development Incentives In An Amount Not To Exceed \$413,000.

Phil Brewer, Economic Development Director, addressed Council the agreement with RRCA Parmer Ranch Trails Lot 4, Ltd. The agreement will provide for Riverside Resources construction of a 24,000 square foot, two story office building. The company will be relocating the regional administration operations of their general contractor services and equipment rental to the office building. The project will create 75 jobs with an average salary of \$80,000 annually. Mr. Brewer reviewed the specifics of the agreement

Motion to approve a Resolution to authorize an Economic Development (Type A) Corporation Infrastructure Reimbursement Agreement Between The City Of Cedar Park And RRCA Parmer Ranch Trails Lot 4, LTD. to provide for the funding of economic development incentives in an amount not to exceed \$413,000.

Movant: Councilmember Lux

Second: Councilmember Thomas

Vote: 5-0 with Mayor Powell and Councilmember Grimes absent from meeting.

Resolution Number R044.15.12.17.F2

- F.3 Consideration Of A Resolution To Authorize A Third Party Funding Notification Sheet From The Texas Department Of Transportation ("TXDOT") As Part Of The RM 1431 Pass-Through Project In The Total Amount Of \$148,232.16.

Alan Green, Sr. Engr. Association, addressed Council regarding the change order for the Pass-Through Project. The Texas Department of Transportation ("TxDOT") is administering the construction of the RM 1431 Pass-Through Project and in accordance with the executed agreement between TxDOT and the City of Cedar Park, the City is required to acknowledge Change Order requests from the Contractor (Hunter Industries) in the form of a Third Party Funding Notification Sheet. The change is for the placement of additional asphalt not contemplated by the design engineer in the construction plans.

Motion to approve a Resolution to authorize a Third Party Funding Notification Sheet from the Texas Department of Transportation ("TXDOT") as part of the RM 1431 Pass-Through Project in the total amount of \$148,232.16.

Movant: Councilmember Moore

Second: Councilmember Lux

Vote: 5-0 with Mayor Powell and Councilmember Grimes absent from meeting.

Resolution Number R045.15.12.17.F3

EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A.) (Open Meetings Law), "The City Council may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections":

Council convened into Executive Session at 7:00 p.m.

- G.1 Section § 551.071 (2) Consultation With Attorney Regarding Matters In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflict With This Chapter:
 - a. Legal Issues Concerning The Lower Colorado River Authority (LCRA) Proposed Leander To Round Rock 138-Kv Transmission Line Addition Project In Williamson, County, Texas.
 - b. Legal Issues Concerning The Cooperative Agreement For Williamson County And Cities Health District And Application Of The Texas Food Establishment Rules At The Cedar Park Center.
- G.2 Section § 551.072 Deliberation Concerning The Purchase, Exchange, Lease Or Value Of Real Property.
 - a. Lease Of Retail Space At The City Hall Campus.
- G.3 Section § 551.074 Deliberate The Evaluation Of A Public Officer Or Employee:
 - a. City Manager.
 - b. City Attorney.

The Council Reconvenes into Open Session.

OPEN MEETING

Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session.

- H.1 Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session.

Council reconvened from Executive Session into Open Meeting at 8:26 p.m.

No action taken on any item discussed in Executive Session.

Agenda Item F.1 recalled after Executive Session. Refer to Agenda F.1 for action taken.

- H.2 Mayor And Council Closing Comments.

None.

H.3 Adjournment.

Mayor Pro Tem Van Arsdale adjourned the meeting at 8:30 p.m. in honor of Kathy Galloway and her service to the City of Cedar Park.

PASSED AND APPROVED THIS 24th DAY OF MARCH, 2016.

Matthew Powell, Mayor

ATTEST:

**LeAnn M. Quinn, TRMC
City Secretary**

DRAFT

Backup material for agenda item:

- B.2 Receipt Of Minutes From The Community Development (Type B) Corporation Board Meeting Of February 09, 2016.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



MINUTES

**REGULAR CALLED MEETING OF THE
COMMUNITY DEVELOPMENT (Type B) CORPORATION
Tuesday, February 9, 2016 at 6:30 PM
Cedar Park City Hall Council Chambers
450 Cypress Creek Road, Building Four, Cedar Park, Texas 78613**

BOARD OF DIRECTORS

- | | |
|--|---|
| <input checked="" type="checkbox"/> Kaden Norton, Place 1
<input checked="" type="checkbox"/> Brian Rice, Place 5
<input checked="" type="checkbox"/> Dustin Weibel, Place 3 (Sect.) | <input checked="" type="checkbox"/> David Burger, Place 2, President
<input checked="" type="checkbox"/> Bob Lemon, Place 4 (V. P.)
<input checked="" type="checkbox"/> Ryan Wood, Place 6
<input checked="" type="checkbox"/> Mel Kirkland, Place 7 |
|--|---|

Minutes

- A.1 **CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
The meeting was declared open at 6:30 PM by President Burger noting that a quorum was present.
- A.2 **Citizen Communications**
(Not For Items Listed On This Agenda. Three Minutes Each. No Deliberations With 4B. The Board May Respond With Factual Information.)
None were received.
- A.3 **Board Members' Opening Comments.**
President Burger said the when Community Impact recently interviewed the Mayor about top things that have happened in the City in the last year or so, three of the four projects he mentioned were ones that came before the Community Development Board.

Director Rice and Director Wood arrived at 6:33 PM.
- A.4 **Presentations**
No items scheduled.

STAFF REPORTS (DISCUSSION ONLY)

- B.1 **Staff Update On Status Of The Bell Boulevard Redevelopment Plan. (Katherine Caffrey, Assistant City Manager)**
Director Rice was recused. (Affidavit attached)

Katherine Woerner, Assistant City Manager, provided the Board with an update on the Bell Boulevard Redevelopment Plan. She reminded the Board that in November transportation Bond funding was approved by voters and that \$20M of that transportation funding has been set aside for this Bell Blvd redevelopment project. She also told the Board that Council has approved not only the Bell Master Plan, but have also approved a new Roadway Master Plan, which relocates Bell Boulevard and outlines the internal network of streets that are planned to be included in the Bell redevelopment project.

She explained that there several approaches to implementation for a project of this nature. One approach is to rely on market forces for the development of the area, another is a public-private partnership, and the third is where the City acts as the developer. Relying on market forces for development, requires the least involvement from the City and would be the lowest cost and least amount of risk for the City. It however allows the City the least amount of control and has a much longer timeline for development. The second option, a public-private partnership, would result in a sharing of risk and sharing of return between the City and a private developer. The City would develop the infrastructure and be a major driver in the process. The last option would be the City acting as a developer. This option has the city assume a higher risk, however it has the greatest potential for long-term reward and would result in the fastest development of the area. City Council indicated an interest in a hybrid between a public-private partnership and the City acting as a Developer.

Ms. Caffrey explained that phase one of this project will include the realignment of Bell Blvd, work on the existing Bell Blvd to make it more suitable for an internal road, and the development of the park. Staff have identified the action items for phase one which include: land, engineering and design, TxDOT coordination, right of way acquisition, a partner search, funding identification and legal, and finally zoning and design standards.

Staff continues to be available to property owners and have conducted extensive outreach to property owners to get their feedback on the project and engage them.

Staff said they anticipate coming back to the Board with a proposed project for funding consideration in the coming months.

Director Norton asked about feedback the City has been receiving from the property owners. Ms. Caffrey said that the feedback has been mixed. She said some property owners are very excited about the project and very interested in being involved. Others have been more reserved and some others have been difficult to reach and she is continuing to try to get in touch with them. She also said that some tenants have been concerned about the project as they do not know exactly what this project may mean for them in the future.

- B.2 Staff Report On A Request To Provide Matching Funds For A Texas Parks And Wildlife Recreational Trails Parks Grant In The Amount Of \$48,865. (Shawn Cooper, Assistant Parks Director)
 Shawn Cooper, Assistant Director of Parks and Recreation, provided the Board with an overview of the proposed project. This proposed project would make improvements to the Town Center Trail replacing the currently eroding crushed granite trail sections with a 6-10 foot wide concrete trail. It would also construct a new trail section which would link the trail with a residential area in the Town Center neighborhood, providing easier trail access for many residents.

This project is expected to cost \$244,322, however the City has submitted a grant application for this project to the Texas Parks and Wildlife Recreation Trails Grant Program. If selected for funding, the grantor would provide 80% of the project funding, with the City's remaining match portion totaling \$48,865. At this time staff requested no action from the Board, but requested feedback from the Board on whether they would likely be interested in providing the match if the grant project is selected for funding. The Board indicated that they would likely be interested in funding the match portion of the funding if the grant is awarded. Staff indicated that they would return with future updates on the status of our grant application and, if awarded, will return with the project for formal Board action.

CONSENT AGENDA

(Pursuant To Community Development Board Rule, the Consent Agenda consists of all items set forth on Agenda Items C.1, C.2, C.3, C.4 and C.5. The Consent Agenda May Be Approved By A Single Motion.)

- C.1 Acceptance Of The Monthly Report On 2015-2016 Revenues, Expenditures, And Fund Balance.
- C.2 Approval Of The Minutes Of The January 12, 2016 Regular Called Meeting.
- C.3 Approval Of A Resolution Recommending The Assignment Of The Economic Development Performance Agreement Between The Cedar Park Community Development Corporation And LiveOps, Inc. To LiveOps Cloud Platform, L.L.C.
- C.4 Authorization To Excuse Of The Absence Of Kaden Norton From The Community Development Board Meeting Of January 12, 2016.
- C.5 Authorization To Excuse Of The Absence Of Dustin Weibel From The Community Development Board Meeting Of January 12, 2016.
Director Lemon moved to approve the consent agenda as presented. Director Kirkland seconded the motion and it passed with a 7-0 vote.

PUBLIC HEARINGS

- D.1 Public Hearing On A Transportation Improvement Project To Design And Construct A Dedicated Right Turn Lane At Brushy Creek & Vista Ridge In The Amount Of \$250,000.
- D.2 Public Hearing On A Transportation Improvement Project To Design And Construct A Dedicated Right Turn Lane At Brushy Creek & Lynnwood In The Amount Of \$250,000.
- D.3 Public Hearing On A Transportation Improvement Project To Design And Construct A Dedicated Right Turn Lane At Lakeline & Old Mill In The Amount Of \$250,000.
- D.4 Public Hearing On Transportation Improvement Project To Design And Construct A Median Break And Turn Lanes At Discovery Boulevard South Of Whitestone Boulevard (RM 1431) In The Amount Of \$200,000.
- D.5 Public Hearing On A Proposed Project For The Design And Construction Of The Sidewalk Gap Closure Phase 4 Project In The Amount Of \$350,000.

The President Opened the Public Hearings and called up Items D.1 through D.5.

Darwin Marchell reminded the board of what these proposed projects entail. The first proposed project was the installation of a right turn lane westbound on Brushy Creek Road to northbound Vista Ridge Boulevard and has an estimated cost of \$250,000. The second project was the installation of a right turn lane westbound on Brushy Creek Road to Northbound Lynnwood Trail and has an estimated cost of \$250,000. The third project was a right turn lane southbound on Lakeline Boulevard at Old Mill Road and has an estimated cost of \$250,000. The fourth project was a new left turn lane and median Break on Discovery Boulevard south of Whitestone Boulevard with an estimated cost of \$200,000. Staff reminded the Board that they accepted staff scoring for the combined matrix thus awarding these four projects a score of 75 points at the last meeting.

The fifth proposed project is a continuation of the earlier sidewalk gap projects and if accepted by the Board, would provide \$350,000 to continue to fill in areas of the City where sidewalk gaps are present. Some possible areas that they anticipate to target with this funding include: Bell Boulevard between Whitestone and Walton Way, Hatch Road south of RR620, Cottonwood Creek Trail at Medical Parkway, and Iris Lane north of Heather Lane. Portions of the funding are also anticipated to be used for the construction of several pedestrian ramps. Staff reminded the Board that they accepted the proposed staff scoring and awarded the project a total of 56 points on the Transportation Project Matrix at the last meeting.

No public comments were received.

REGULAR AGENDA
DISCUSSION AND POSSIBLE ACTION

- E.1 Consider Approval Of A Resolution To Provide A Dedicated Right Turn Lane At Brushy Creek & Vista Ridge In The Amount Of \$250,000.
Director Wood moved to authorize the President to execute the Resolution recommending the design and construction of a dedicated right turn lane at Brushy Creek and Vista Ridge as a project to City Council for approval in an amount not to exceed \$250,000. Director Lemon seconded the motion and it passed with a 7-0 vote.
- E.2 Consider Approval Of A Resolution To Provide A Dedicated Right Turn Lane At Brushy Creek & Lynnwood In The Amount Of \$250,000.
Director Wood moved to authorize the President to execute the Resolution recommending the design and construction of a dedicated right turn lane at Brushy Creek and Lynnwood as a project to City Council for approval in an amount not to exceed \$250,000. Director Kirkland seconded the motion and it passed with a 7-0 vote.
- E.3 Consider Approval Of A Resolution To Provide Right Turn Lanes At Lakeline & Old Mill In The Amount Of \$250,000.
Director Wood moved to authorize the President to execute the Resolution recommending the design and construction of a dedicated right turn lane at Lakeline and Old Mill as a project to City Council for approval in an amount not to exceed \$250,000. Director Weibel seconded the motion and it passed with a 7-0 vote.

- E.4 Consider Approval Of A Resolution To Provide For Construction Of A Median Break And Turn Lanes At Discovery Boulevard South Of Whitestone Boulevard (RM 1431) In The Amount Of \$200,000.
Director Kirkland moved to authorize the President to execute the Resolution recommending the design and construction of a median break and dedicated turn lanes at Discovery Boulevard south of Whitestone (RM 1431) as a project to City Council for approval in an amount not to exceed \$200,000. Director Lemon seconded the motion and it passed with a 7-0 vote.
- E.5 Consider Approval Of A Resolution To Provide For The Design And Construction Of The Sidewalk Gap Closure Phase 4 Project In The Amount Of \$350,000.

Director Weibel moved to authorize the President to execute the Resolution recommending the design and construction of the Sidewalk Gap Closure Phase 4 as a project to City Council for approval in an amount not to exceed \$350,000. Director Kirkland seconded the motion and it passed with a 7-0 vote.

F.0 EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A.) (Open Meetings Law), "The Community Development (Type B) Corporation Board may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections":

- F.1 Section § 551.071 (2) Consultation With Attorney Regarding Matters In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflict With This Chapter:
- a. Legal Issues Concerning the Economic Development Agreement between the City Of Cedar Park and Fallbrook Technologies, Inc.

The Board recessed into executive session at 7:26 PM.

The Community Development Corporation (Type B) Board reconvenes into Open Session.

Open Meeting

Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session.

The Board reconvened into an open meeting at 7:44 PM. No action was taken on items discussed during executive session.

ADMINISTRATIVE ITEMS

(Board members and staff may discuss items related to the board member's general duties and responsibilities. The Board may not take a vote or other action on any item other than to obtain a consensus regarding how items are to be placed on future agendas for formal action.)

- G.1 Report on Council Actions Directly Related to Board Items Of January 28, 2016, City Council Meeting.
Staff indicated that City Council approved the Board's one item on the last City Council Agenda.
- G.2 Board Member Closing Comments.
Director Lemon requested an agenda item related to projects the Board could fund that would improve neighborhoods with fences that are in disrepair.

Director Wood requested an update on the pedestrian bridge project.

Director Burger reiterated his opening comments, stating that he was pleased to hear that three of the four projects the Mayor mentioned in a recent interview were projects that came before the Board.

Next Regular Scheduled Board Meeting Tuesday, March 8, 2016 At 6:30 P.M. In The Cedar Park Council Chambers At 450 Cypress Creek Road, Building Four.

H.1 ADJOURNMENT

The meeting was adjourned at 7:50 PM.



David Burger, President

ATTEST:



Dustin Weibel, Secretary

AFFIDAVIT OF RECUSAL

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, **Brian D. Rice** as a member of the Cedar Park Community Development (Type B) Corporation Board of Directors make this affidavit and hereby on oath state the following:

I have, or a person related to me in the first degree by consanguinity or affinity has, a substantial interest that may receive a special economic effect that is distinguishable from the effect on the public by a vote or decision of the (city council/board/commission) as those terms are defined in Chapter 171 of the Local Government Code. The business entity or real property is:

[Name and Address of Business or Description of Property or Agenda Item(s) and Date]

[“I” or name of relative and relationship]

(have/has) a substantial interest in this business entity or real property for the following reasons (circle all which are applicable):

1. the interest is ownership of 10%, or more of the voting or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity;
2. funds received from the business entity exceed 10% of _____ (my/her/his) gross income for the previous year;
3. real property is involved and _____ (I/he/she) (have/has) an equitable or legal ownership with a fair market value of \$2,500 or more.

Signed this _____ day of _____, 20__.

Signature of Elected or Appointed Public Official

Title

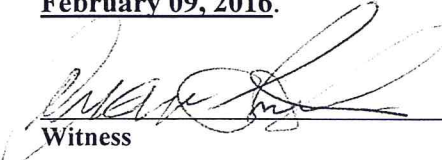
BEFORE ME, the undersigned authority, this day personally appeared _____ (name of affiant) and by oath stated that he facts hereinabove state are true and correct to the best of (his/her) knowledge or belief. Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public, State of Texas

****OR****

STATEMENT OF RECUSAL

In accordance with Section 11.09(a) of the City Charter which requires recusal if an elected or appointed officer of the City acts in any way which places or tends to place personal interest in conflict with the interest of the City, I state that I have such conflict and I hereby recuse myself from any discussions or voting involving Agenda Item **B.1** on the Community Development (Type B) Corporation Agenda dated **February 09, 2016**.



Witness



Signature of Elected or Appointed Public Official

21 _____
Date 2/9/2016

Backup material for agenda item:

B.3 Receipt Of Minutes From The Tourism Advisory Board Meeting Of January 26, 2016.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



MINUTES

**REGULAR CALLED MEETING
TOURISM ADVISORY BOARD
TUESDAY, JANUARY 26, 2016 AT 6:30 PM
City Council Chambers, Building Four
450 Cypress Creek Road, Cedar Park, Texas 78613**

BOARD MEMBERS

- | | |
|---|--|
| <input checked="" type="checkbox"/> Matthew Olguin, Place Two, Chair | |
| <input checked="" type="checkbox"/> Robert Schoen, Place One | <input checked="" type="checkbox"/> Wayne Brooks, Place Four |
| <input checked="" type="checkbox"/> Jeff Kikel Place Seven | <input type="checkbox"/> Erin Miller, Place Five |
| <input checked="" type="checkbox"/> Lisa Star, Place Three, Secretary | <input type="checkbox"/> Troy Storm, Place Six, Vice Chair |

AGENDA

- A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.
- A.2 Board Members Opening Comments. *None.*
- A.3 Citizen Communications. *None.*
- A.4 Presentations:
- a) Introduction And Presentation On The Cedar Park Texas Punishers (Ken Smith). *Ken Smith, owner of the Cedar Park Texas Punishers minor league professional football team provided the board with history about the team and the league. He noted that an estimated 1,000-2,000 people attend their games. They have moved the team from Round Rock to Cedar Park and are committed to bringing games and fans to Cedar Park.*
- b) Presentation On 2015 Rouse High School Volleyball Tournament And Prospects For 2016 Tournament. (Jacob Thompson, Rouse Volleyball Coach). *Jacob Thompson, Rouse Volleyball Coach provided the board with history and update about the "Volleypalooza" tournament held in Cedar Park. He said the tournament has grown significantly and right now there are 56 teams signed up to participate in this year's tournament. They come from all over Texas as far as the Panhandle to Houston to the Valley. Twenty-nine of the teams signed up currently are from out of the area and will need eight to ten rooms for just the team and coaches; that does not include their family members who travel with them. He noted that several of the teams who are signed up competed in the previous State tournament.*

**STAFF REPORTS
(DISCUSSION ONLY)**

- B.1 Quarterly And End Of Year Finance Report On Revenues, Expenditures, And Fund Balance For Fiscal Year 2014-2015. Aaron Rector, Assistant Finance Director.
Aaron Rector, Assistant Finance Director provided the board with an update regarding revenues, expenditures and fund balance. He noted that the numbers were unaudited but said expenditures and revenues were budgeted at \$503,000, with revenues coming in at \$645,000 and expenditures at \$437,000. Each quarter came in about \$20,000 higher than the previous quarter. He said that hotel occupancy was sitting just above 75% and that the Fund Balance should grow from 1.2 million to about 1.4 million.
- B.2 Quarterly Report On Advertising, Marketing, And Promotions. Katie Krampitz, Tourism Services Manager.
Item B.2 was removed from Staff Reports.

CONSENT AGENDA

Pursuant To Tourism Advisory Board Board Rule, the Consent Agenda consists of all items set forth on Agenda Items C.1, C.2, C.3, and C.4. The Consent Agenda May Be Approved By A Single Motion.

- C.1 Approval Of The Minutes Of The October 27, 2015 Tourism Board Meeting.
- C.2 Authorization To Excuse The Absence Of Robert Schoen From The October 27, 2015 Tourism Advisory Board Meeting.
- C.3 Authorization To Excuse The Absence Of Jeff Kikel From The October 27, 2015 Tourism Advisory Board Meeting.
- C.4 Authorization To Excuse The Absence Of Wayne Brooks From The October 27, 2015 Tourism Advisory Board Meeting.

MOTION: Board member Kikel made a motion to approve items C.2, C.3 and C.4 from Consent Agenda. Board member Star seconded the motion. The motion passed 5-0 with Vice Chair Storm and board member Miller being absent.

**REGULAR AGENDA
DISCUSSION AND POSSIBLE ACTION**

- D.1 Consider Acceptance Of The Post Event Report On The Cheer America Nationals At The Cedar Park Center On November 22, 2015 In An Amount Not To Exceed \$15,000. (Ladd LeBus, Cheer America)
Item D.1 was not considered under Regular Agenda.
- D.2 Consider Acceptance Of The Post Event Report For The Lone Star Showcase At Cedar Park Center On November 25, 26, and 27 In An Amount Not To Exceed \$41,000.
Duane Smith, Tourism and Community Development Manager introduced Sammy Wallace of the Cedar Park Center. He noted that the Cedar Park Center was the host, not the organizer of the event. The event drew approximately 175 room nights, and teams utilized Cedar Park resources such as restaurants. Attendance was approximately 7,000-8,000.

D.3 Consider Board Attendance And Participation At The Tourism Partners Meeting On Thursday, January 28, 2016.

Duane Smith, Tourism and Community Development Manager advised the board of the Tourism Partners Meeting on Thursday, January 28, 2016. Board member Kikel said he would be able to attend along with Chair Olguin as representatives of the Tourism Advisory Board.

MOTION: Board member Brooks made a motion to authorize Chair Olguin and board member Kikel to attend the Tourism Partners Meeting on Thursday, January 28, 2016 as representatives of the Tourism Advisory Board. Secretary Star seconded the motion. The motion passed 5-0 with Vice Chair Storm and board member Miller being absent.

ADMINISTRATIVE ITEMS

(Board members and staff may discuss items related to the board member's general duties and responsibilities. The Board may not take a vote or other action on any item other than to obtain a consensus regarding how items are to be placed on future agendas for formal action. The Board may use Closing Comments to request future agenda items.)

E.1 Board Members Closing Comments. *Secretary Star advised this would be her last meeting and that Council Member Grimes would be appointing a replacement. She thanked the board and staff for their time. Board member Brooks advised that this would probably be his last meeting as well, he has purchased a restaurant and will not have time to attend meetings due to his schedule.*

Next Regular Scheduled Tourism Advisory Board Meeting: Tuesday, February 23, 2016 at 6:30 P.M. at the Cedar Park City Hall Council Chambers, 450 Cypress Creek Road, Building Four.

F.1. Adjournment. *Chair Olguin adjourned the meeting at 7:44pm.*

PASSED AND APPROVED THIS 23rd DAY OF FEBRUARY 2016.



MATTHEW OLGUIN, Chair

ATTESTED BY:



LISA STAR, Secretary

Backup material for agenda item:

- C.1 (FLU-15-011) Second Reading And Approval Of An Ordinance Amending The City's Future Land Use Plan To Change The Future Land Use Designation For Approximately 13.12 Acres Located West Of North Lakeline Boulevard And North Of West Park Street From Local Office/Retail/Commercial (LOC) To Regional Office/Retail/Commercial (REG). ***The Planning And Zoning Commission Voted 7-0 To Recommend Regional Office/Retail/Commercial (REG).***

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: (FLU-15-011) Second Reading And Approval Of An Ordinance Amending The City's Future Land Use Plan To Change The Future Land Use Designation For Approximately 13.12 Acres Located West Of North Lakeline Boulevard And North Of West Park Street From Local Office/Retail/Commercial (LOC) To Regional Office/Retail/Commercial (REG). *The Planning And Zoning Commission Voted 7-0 To Recommend Regional Office/Retail/Commercial (REG).*

Commentary

Owner: Techni Center Partners, Ltd.

Applicant: Mitch Fuller

Request: Amend Future Land Use Plan (FLUP) for 13.12 acres to Regional Office/Retail/Commercial located west of North Lakeline Boulevard and north of West Park Street

Existing Future Land Use Plan: Local Office/Retail/Commercial (LOC)

P&Z Recommendation: Recommend approval of Regional Office/Retail/Commercial (REG as requested).

Planning & Zoning Commission Recommendation to the City Council:

On February 16, 2016 the Planning and Zoning Commission voted 7-0 to recommend approval of the applicant's request.

In favor: Audrey Wernecke, Scott Rogers, Greg Merrell, Kevin Harris, Eric Boyce, Holly Hogue, Kelly Brent

Opposed: None

Absent: None

Planning & Zoning Commission Public Hearing:

The Planning and Zoning Commission held a public hearing on February 16, 2016. Three people spoke in favor of the request. Two people were against the request but did not choose to speak.

City Council Public Hearing:

The City Council held a public hearing on March 10, 2016. No public testimony was received.

Background:

Please see attached Planning and Zoning Commission Report for details.

Public Information Plan:

- November 19, 2015:* City Council accepts FLUP amendment petition
- February 3, 2016:* Public notice of the Planning and Zoning Commission and City Council public hearings published in the Austin American-Statesman
- February 3, 2016:* 11 letter notices for the Planning and Zoning Commission and City Council public hearings were sent to property owners within 300 feet of the subject tract
- February 16, 2016:* Planning and Zoning Commission public hearing
- March 10, 2016:* City Council 1st reading and public hearing
- March 24, 2016:* City Council 2nd reading and approval of ordinance

Initiating Dept: Development Services

Fiscal Impact

Account No.: n/a

Budget

Budget/Expended: n/a

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

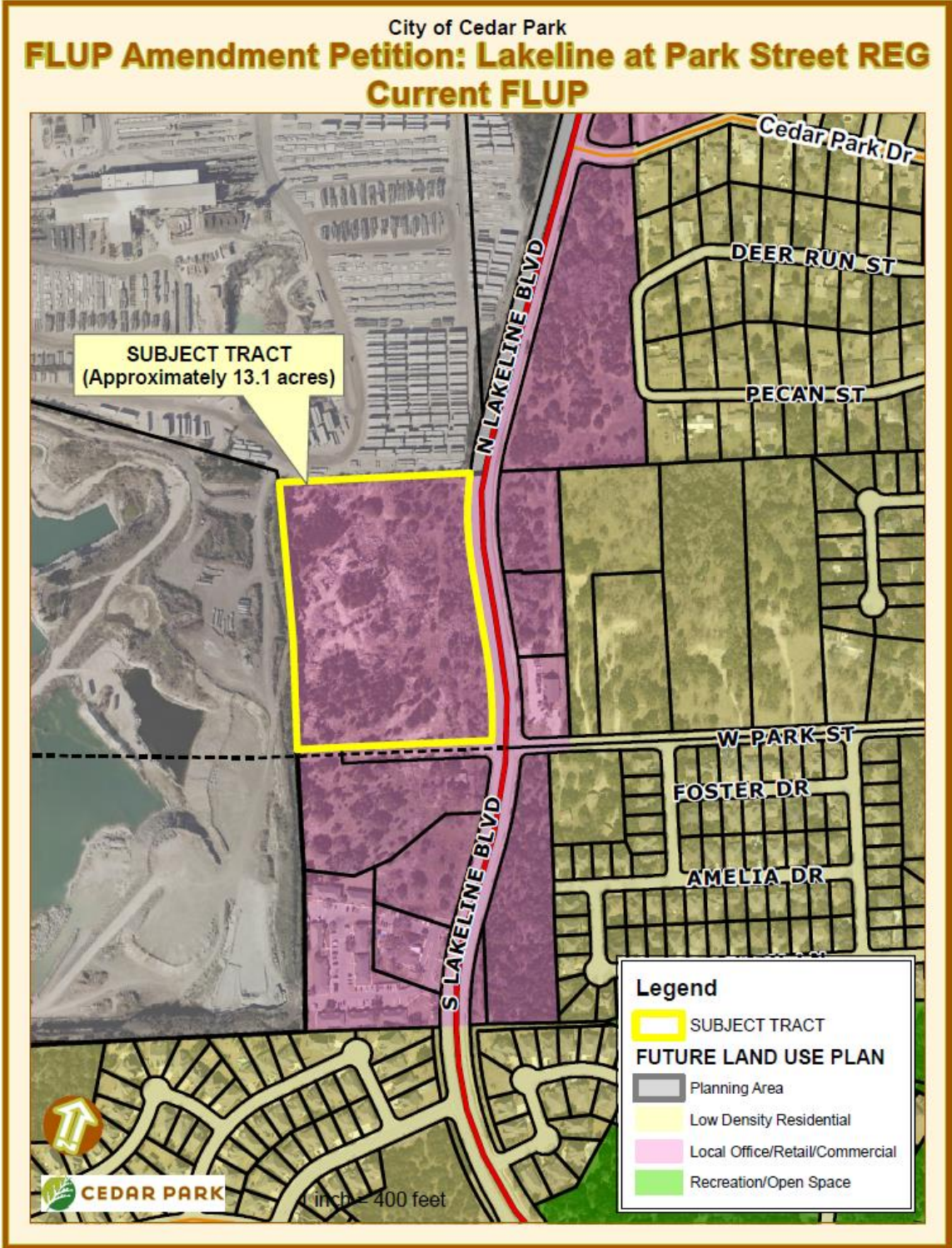
Map of Current and Proposed Future Land Use

Ordinance with Exhibits

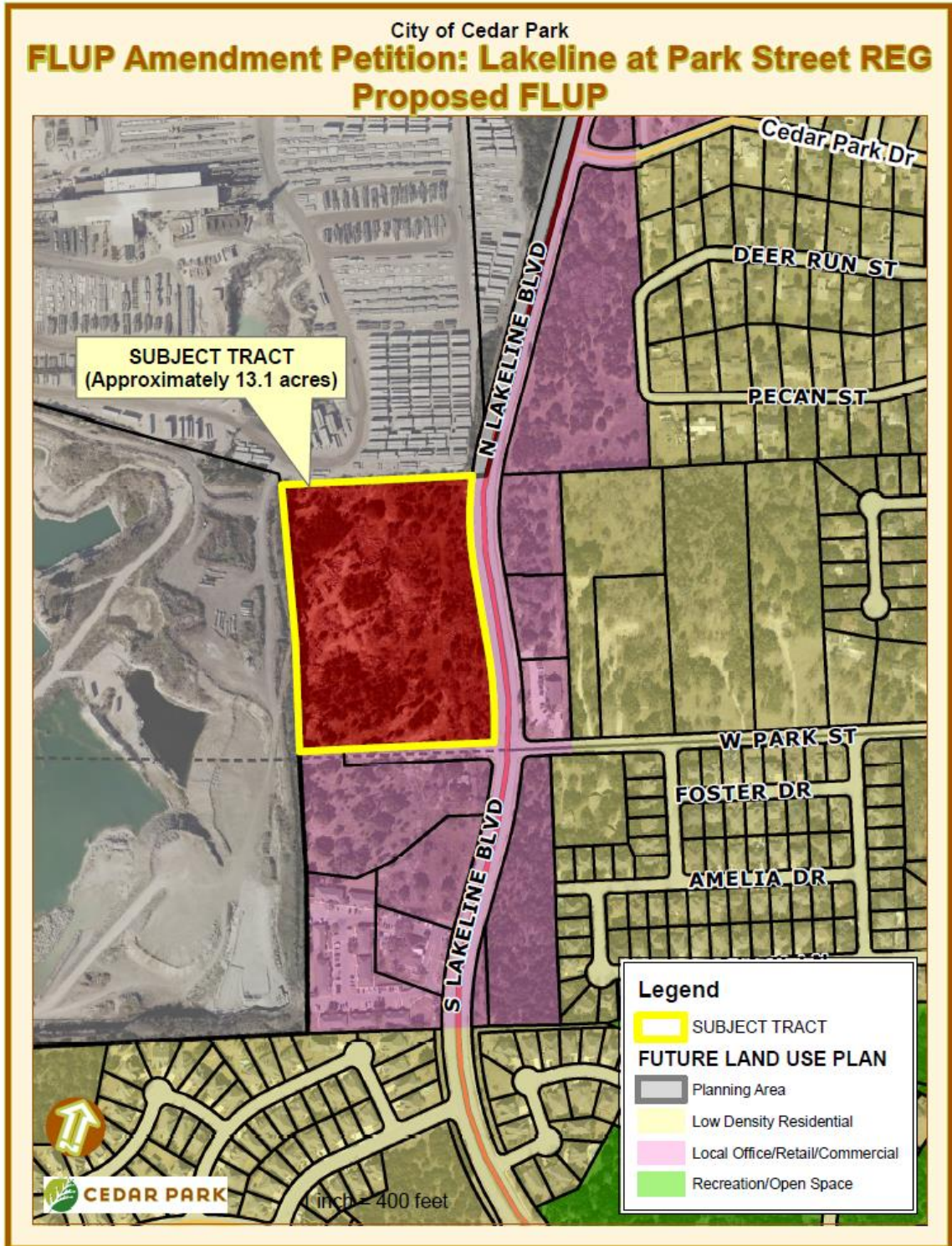
Staff Report to the Planning and Zoning Commission

Applicant's Materials in Support of Amendment Request

Current Future Land Use Plan



Proposed Future Land Use Plan



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AMENDING THE CITY'S FUTURE LAND USE PLAN TO CHANGE THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 13.12 ACRES LOCATED WEST OF NORTH LAKELINE BOULEVARD AND NORTH OF WEST PARK STREET FROM LOCAL OFFICE/RETAIL/COMMERCIAL (LOC) TO REGIONAL OFFICE/RETAIL/COMMERCIAL (REG) (FLU-15-010); PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Texas Local Government Code Chapter 213 authorizes the City to adopt a comprehensive plan for the long-range development of the City, and the comprehensive plan may include provisions on land use; and

WHEREAS, the City Council adopted the 2014 Comprehensive Plan under Ordinance No. CO06.14.11.20.F1 on November 20, 2014, that included a Future Land Use Plan with a variety of land use designations and regulations, as amended; and

WHEREAS, City of Cedar Park Code of Ordinances Chapter 11 governs land use within the City of Cedar Park and, pursuant to Section 11.01.004, the regulations pertaining to the division of land with different land use districts are designed in accordance with the Comprehensive Plan; and

WHEREAS, the City of Cedar Park Planning and Zoning Commission voted 7-0 to approve a request to change the designation of the approximately 13.12 acres located west of North Lakeline Boulevard and north of West Park Street from Local Office/Retail/Commercial (LOC) to Regional Office/Retail/Commercial (REG); and

WHEREAS, the City Council finds that the change in designation of the approximately 13.12 acres located at west of North Lakeline Boulevard and north of West Park Street from Local Office/Retail/Commercial (LOC) to Regional Office/Retail/Commercial (REG) is compatible with the surrounding zoning districts and will promote sound development and will promote the public health, safety and welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the Future Land Use Plan is hereby revised and adopted to change the Future Land Use designation of approximately 13.12 acres to Regional Office/Retail/Commercial (REG) otherwise set forth in the legal description labeled Exhibit "A" and the property location map labeled Exhibit "B".

SECTION 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

READ AND CONSIDERED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 10th day of March, 2016, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the 24th day of March, 2016, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

JP LeCompte, City Attorney

FIELD NOTES

FOR

A 13.12 acre, or 571,370 square feet more or less, tract of land being that same 12.725 acre tract of land conveyed to Frank Barron in Warranty Deed, recorded in Document No. 2008041433 of the Official Public Records of Williamson County, Texas and being a portion of that called 19.011 acre tract of land conveyed to AUSTEX, Inc. in Document No. 9620820 of the Official Records of Williamson County, Texas, a portion of Lot 9 of the Cedar Park Ranchettes Subdivision recorded in Volume A, Page 393 of the Plat Records of Williamson County, Texas, and situated in the R.G. Anderson Survey, Abstract No. 28, Williamson County, Texas. Said 13.12 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone.

BEGINNING: At a found "+" in concrete, the northwest corner of Lakeline Boulevard, a 100-foot right-of-way, a called 2.180 acre tract recorded in Document No. 2002075997 of the Official Public Records of Williamson County, Texas, Cause No. 00-018 c26 Proceeding in Eminent Domain, on the south line of Lot 6, Block 1 of the Featherlite Section One Subdivision recorded in Cabinet J, Slides 261-263 of the Plat Records of Williamson County, Texas and the north line of the remaining portion said Lot 9;

THENCE: Along and with the west right-of-way line of said Lakeline Boulevard, the east line of said Lot 9, the following calls and distances:

Southeasterly, along a curve to the left said curve having a radial bearing of N 79°45'47" E, a radius of 1050.00 feet, a central angle of 17°43'01", a chord bearing and distance of S 19°05'44" E, 323.39 feet, an arc length of 324.68 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 27°57'15" E, a distance of 282.54 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the right said curve having radius of 1450.00 feet, a central angle of 11°32'45", a chord bearing and distance of S 22°10'51" E, 291.70 feet, an arc length of 292.20 feet to a set "+" in concrete, the intersection of the south line of said 19.011 acre tract and said Lakeline Boulevard;

THENCE: Along and with the south line of said 19.011 acre tract and approximately 50 feet north of an area to be dedicated to the City of Cedar Park as shown on the Wilcox Subdivision recorded in Cabinet Z, Slides 389-390 of the Plat Records of Williamson County, Texas, the following calls and distances:

Page 1 of 2 of Exhibit A

S 69°03'30" W, a distance of 501.28 feet to a found 1/2" iron rod;

THENCE: S 69°02'07" W, a distance of 152.85 feet to a found fence post, on the east line of a tract of land leased to the City of Austin recorded in Volume 1618, Pages 316-335 of the Official Public Records of Williamson County, Texas and Volume 10528, Pages 501-520 of the Official Public Records of Real Property of Travis County, Texas, the northwest corner of said area to be dedicated to the City of Cedar Park as shown on the said Wilcox Subdivision, the southwest corner of the remaining portion of said Lot 9;

THENCE: Along and with the east line of said tract of land leased to the City of Austin, the west line of the remaining portion of said Lot 9, the following calls and distances:

N 21°38'58" W, a distance of 263.31 feet to a found 1/2" iron rod in a tree root;
N 10°23'47" W, a distance of 71.38 feet to a found 1/2" iron rod;
N 24°52'10" W, a distance of 564.79 feet to a found 1/2" iron rod, a southwest corner of the aforementioned Lot 6, the northwest corner of said Lot 9;

THENCE: N 69°11'50" E, along and with the south line of said Lot 6, the north line of the remaining portion of said Lot 9, a distance of 652.62 feet to the POINT OF BEGINNING, and containing 13.12 acres in the City of Cedar Park, Williamson County, Texas, Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 6, 2009
JOB NO. 59003-09
DOC. ID. N:\Survey\09\5-9-59100\59003-09\WORD\59003-09fn.doc

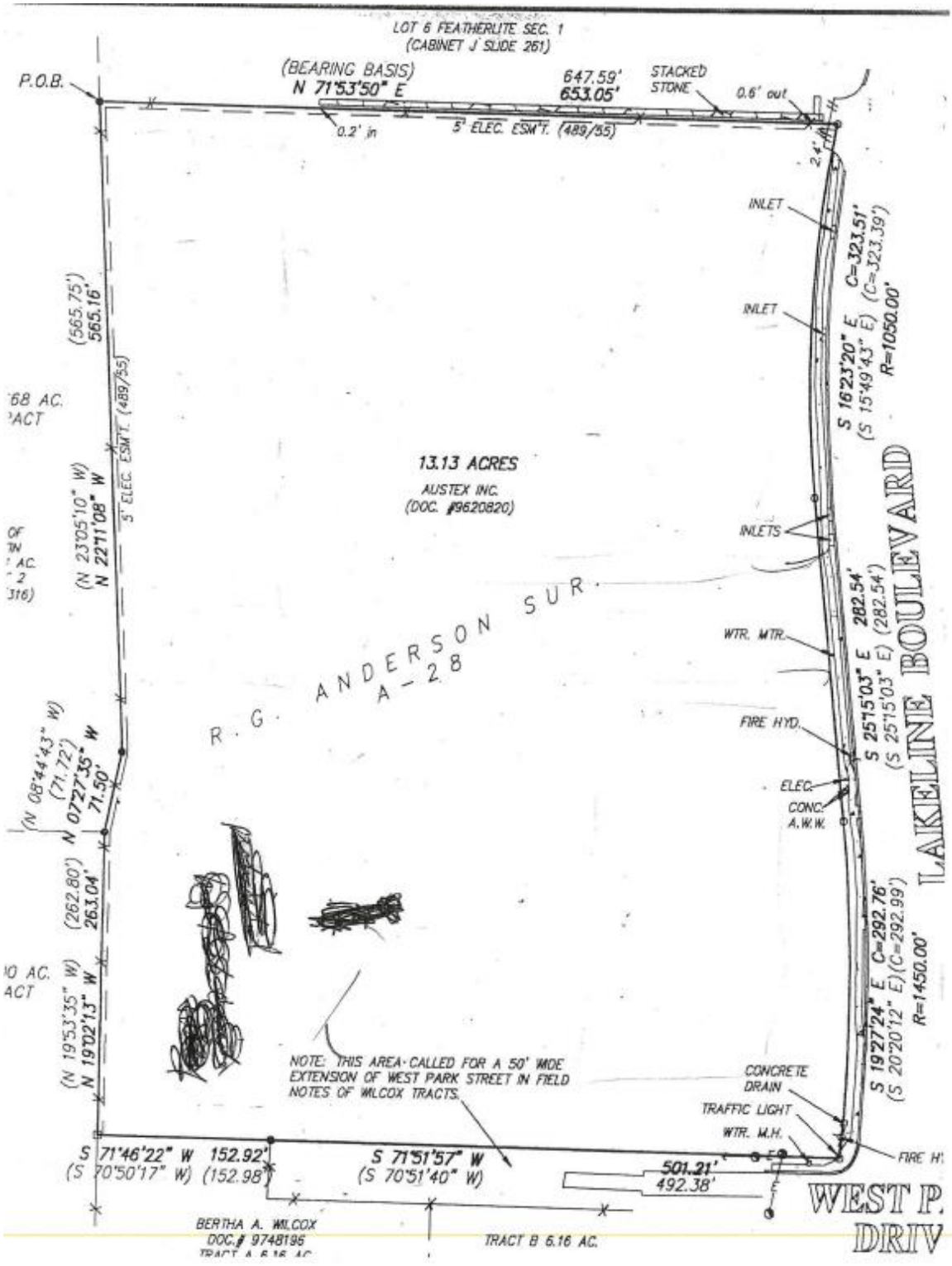


EXHIBIT A

City of Cedar Park
FLUP Amendment Petition: Lakeline at Park Street REG
Proposed FLUP

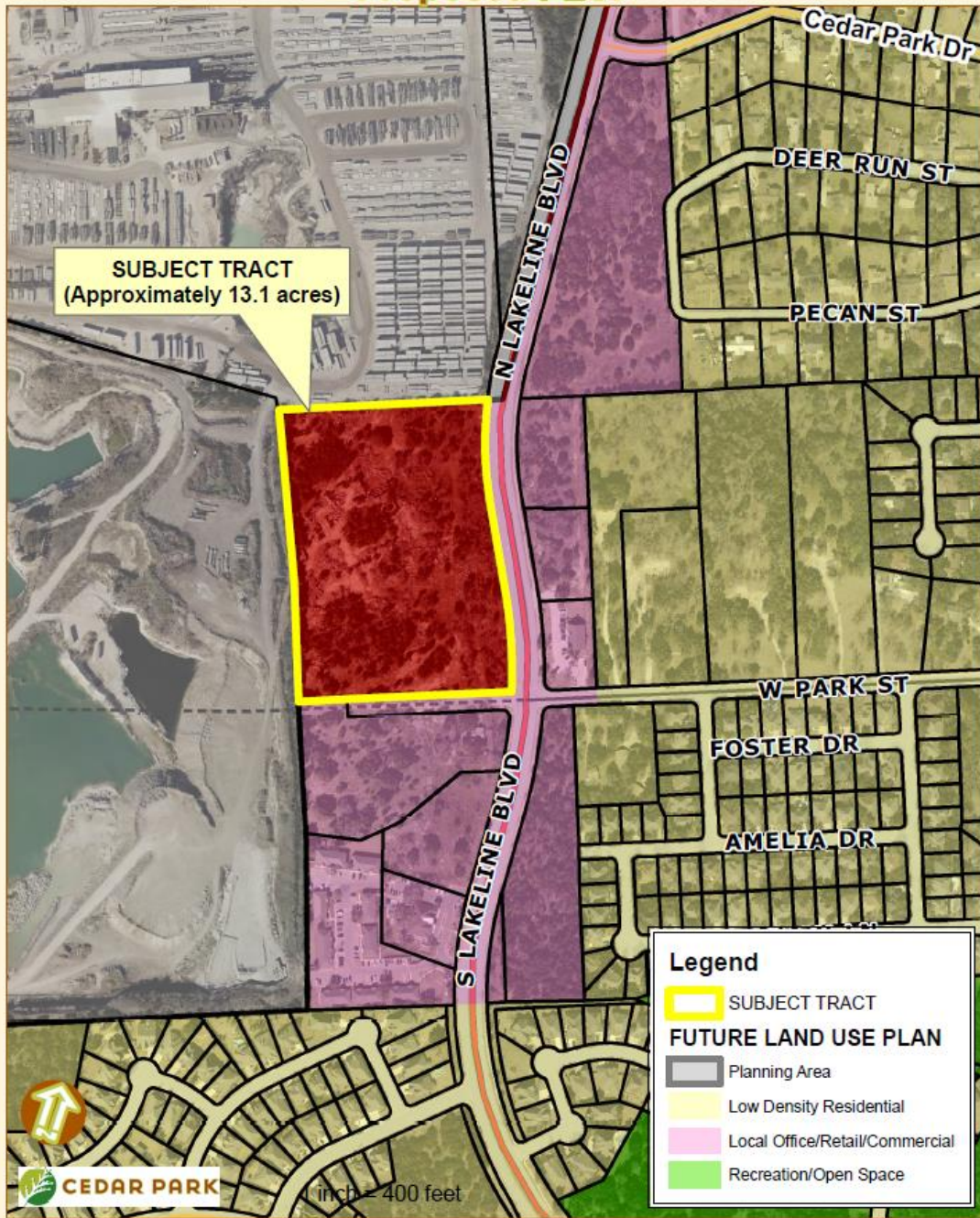


EXHIBIT B

February 16, 2016

Planning and Zoning Commission

Future Land Use
Plan Amendment

Lakeline at Park

Case Number: FLU-15-011

Owner: Techni Center Partners, Ltd.

Agent: Mitch Fuller

STAFF: Ryan Mulkey, 512-401-5054

LOCATION: Located west of North Lakeline Boulevard and north of West Park Street

COUNTY: Williamson County

AREA: 13.12 acres

EXISTING FUTURE LAND USE DESIGNATION: Local Office/Retail/Commercial (LOC)

PROPOSED FUTURE LAND USE DESIGNATION: Regional Office/Retail/Commercial (REG)

SUMMARY OF APPLICANT'S REQUEST:

In conjunction with a rezoning request (Z-15-030) by the property owner, this is a request to amend the Future Land Use Plan (FLUP) for 13.12 acres located west of North Lakeline Boulevard and north of West Park Street from Local Office/Retail/Commercial (LOC) to Regional Office/Retail/Commercial (REG). The subject tract is currently undeveloped. A petition for this FLUP amendment was accepted by City Council at their meeting on November 19, 2015.

PURPOSE OF CURRENT LOC FUTURE LAND USE DESIGNATION:

This land use is suitable for light retail, service uses and professional office activities that aim to meet the needs of residents in the immediate vicinity. Building designs should be small in scale, typically one or two story and require visibility from roadways. Development should orient towards local traffic, but also allow for a comfortable pedestrian environment. Developments should be compatible with adjacent residential and be pedestrian-oriented. In some unique cases, vertical mixed-use development may be appropriate in these areas. Additionally, landscaping is encouraged to keep the area attractive, functional and minimize negative impacts on nearby uses. Uses may include boutique retail shops, small sized restaurants and services such as financial, legal, and insurance services.

PURPOSE OF REQUESTED REG FUTURE LAND USE DESIGNATION:

This land use is compatible on larger land parcels and is suitable for a broad range of retail, service uses and professional office activities that aim to meet the needs of residents within a three to five mile radius or more. The developments in this category are typically larger in scale, more intense and are also high generators of traffic, generally more appropriate around employment centers, along 183A, and RM 1431. This category is intended to incorporate a blend of nonresidential uses, such as retail shopping centers, mid-rise corporate office parks, medical campuses, and technology parks. They are characterized by large parking lots where buildings may be of multiple stories as they highly depend on visibility from major roadways. It is encouraged that building designs within this zone be coordinated when possible. Types of uses in this land use category include business parks, hotels, and "big box" retailers.

Please see maps depicting the current and proposed Future Land Use on the following pages.

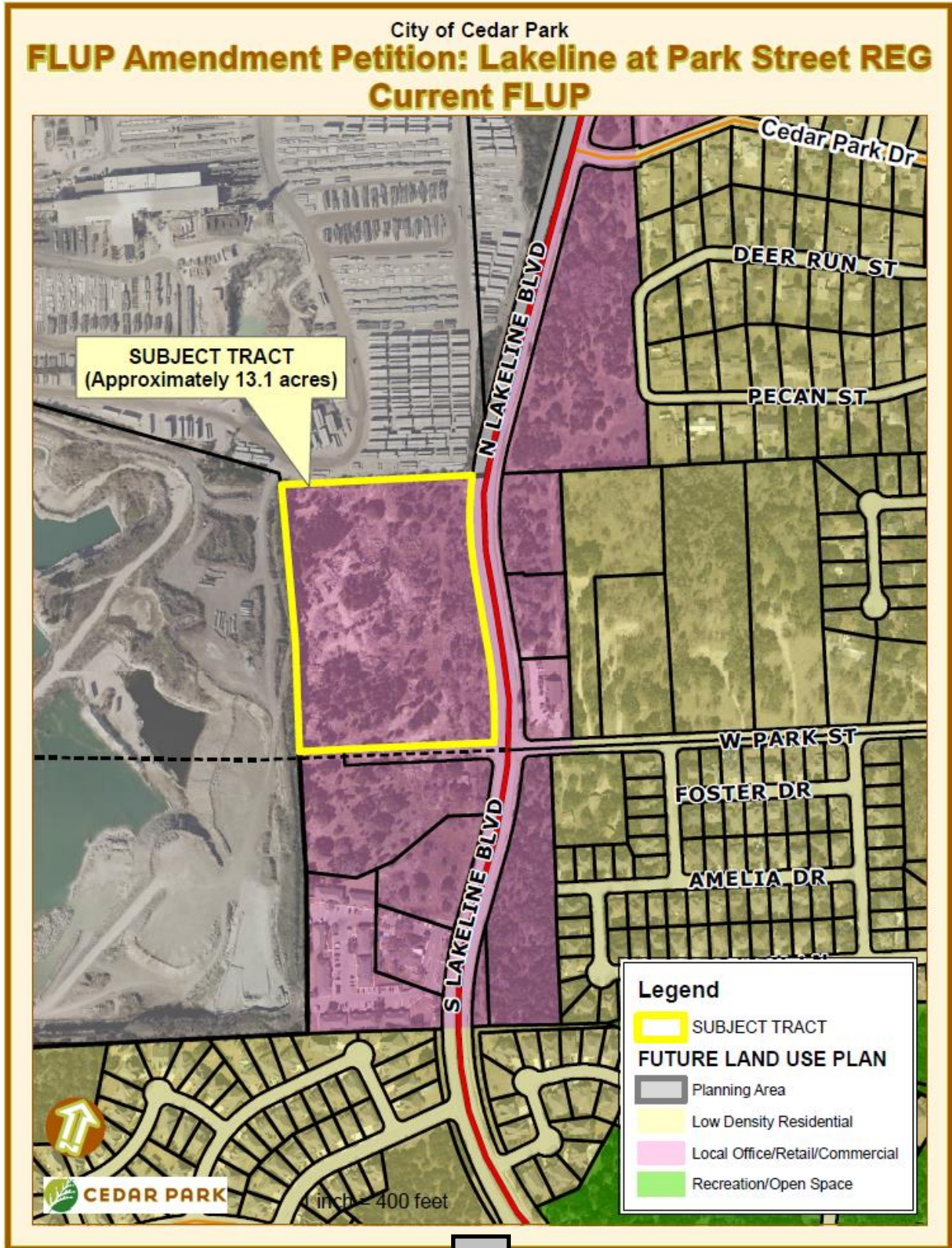
February 16, 2016

Future Land Use
Plan Amendment

Planning and Zoning Commission

Lakeline at Park

Case Number: FLU-15-011



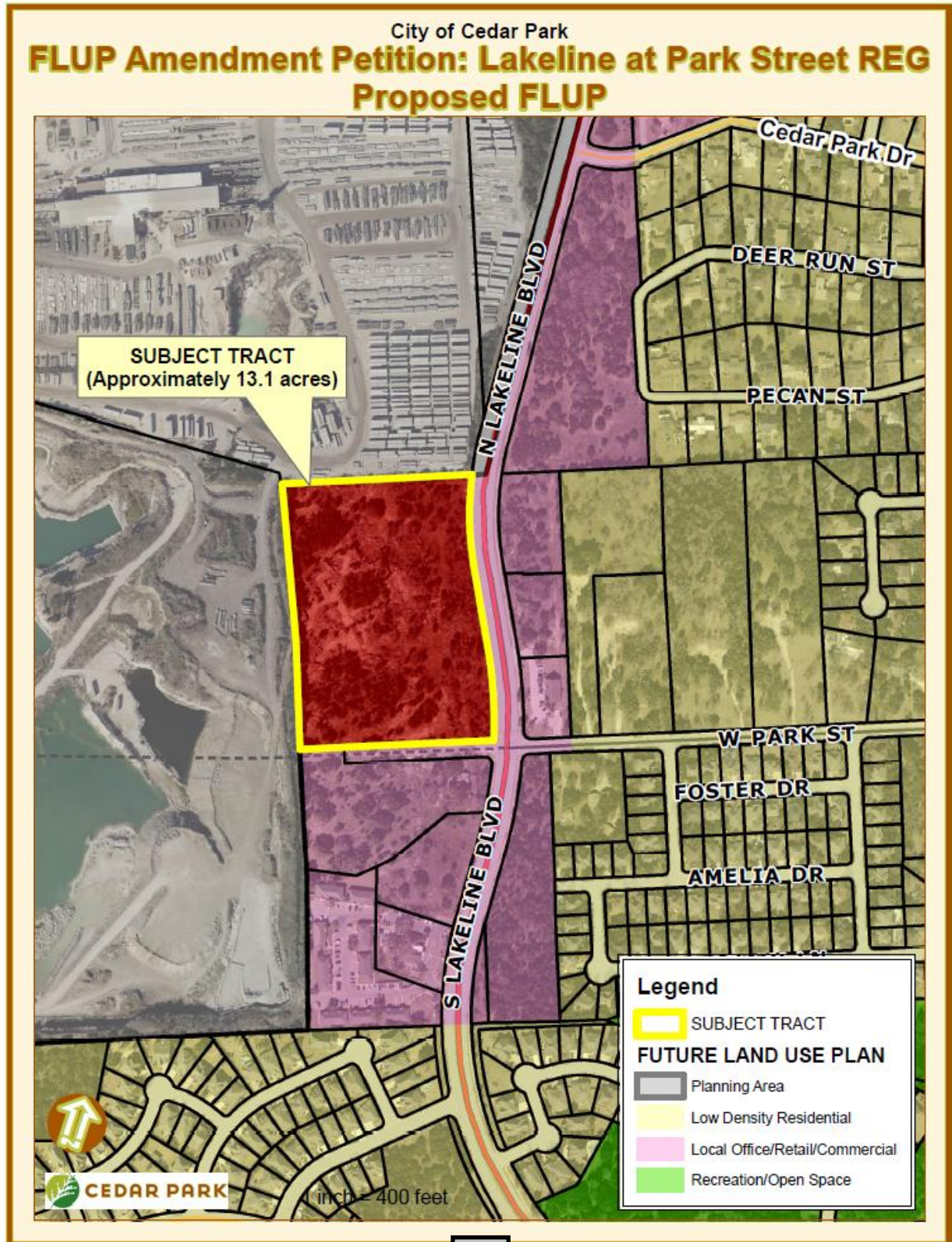
February 16, 2016

Future Land Use
Plan Amendment

Planning and Zoning Commission

Lakeline at Park

Case Number: FLU-15-011



Lakeline at Park**Case Number: FLU-15-011****STAFF COMMENTARY:**

This FLUP amendment request is driven by the stated desire of the owners to entitle the property for commercial uses allowed under the GR zoning district, but to restrict the number and variety of permitted uses through a conditional overlay. Designation of the tract as Regional Office/Retail/Commercial (REG) in the FLUP would support a range of nonresidential zoning districts that permit such a use.

As can be seen in the accompanying maps, the subject tract is surrounded by Planning Area "A" to the north and west. Currently in use as a quarry, this Planning Area is intended to be redeveloped as a unique destination that utilizes the site's unique aesthetic and topographic features. The subject tract is also adjacent to some parcels designated Local Office/Retail/Commercial (LOC), as well as several nearby neighborhoods designated Low Density Residential (LDR).

The adopted 2014 Comprehensive Plan advises that a zoning map and zoning decisions should reflect the goals of the FLUP. The Comprehensive Plan acknowledges that, at times, the City will likely encounter development proposals for a rezoning that do not directly reflect the purpose and intent of the Future Land Use Map. A review of such development proposals should include the following considerations:

- Will the proposed change enhance the site and the surrounding area?
- Is the necessary infrastructure already in place?
- Does the proposed change reflect the vision identified by the Future Land Use Plan?
- Is the location compliant with the requested zoning district's purpose statement?
- Will the proposed use impact adjacent areas in a negative manner? Or, will the proposed use be compatible with, and/or enhance, adjacent areas?
- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
- Does the proposed use present a significant benefit to the public health, safety and welfare of the community?
- Would it contribute to the City's long-term economic well-being?

Development proposals that are inconsistent with the FLUP should be reviewed based upon the above questions and should be evaluated on their own merit. It is the responsibility of the applicant to provide evidence that the proposal meets the aforementioned considerations and supports community goals and objectives as set forth within this Plan.

The applicant provided evidence that the proposal meets these considerations and supports the goals and objectives of the Comprehensive Plan at the time the petition was submitted (please see attached). The Commission may review these materials to help determine whether the proposal reflects the goals of the Plan, or otherwise offers an improvement over what is depicted in the Plan.

Below is a summary of the land use percentages currently established in the FLUP, excluding right-of-way. Given the relatively small size of the subject tract, any change to the 13.12 acre tract would have a 0.06% impact on overall future land use category percentages. Within land

February 16, 2016

Planning and Zoning Commission

Future Land Use
Plan Amendment

Lakeline at Park

Case Number: FLU-15-011

use categories, the change would represent a 0.79% decrease of LOC acreage, and a 0.62% increase of acreage designated REG.

Land Use	Current FLUP Acres	Percent of Total Acres	Proposed FLUP Acres	Proposed % of Total Acres	Percent Change of Total Acres	Percent Change Within Land Use
Heavy Commercial	645.06	3.10%	645.06	3.10%	n/a	n/a
High Density Residential	425.98	2.05%	425.98	2.05%	n/a	n/a
Local Office/Retail/Commercial	1,668.72	8.02%	1,655.60	7.95%	-0.06%	-0.79%
Low Density Residential	10,792.93	51.84%	10,792.93	51.84%	n/a	n/a
Medium Density Residential	436.43	2.10%	436.43	2.10%	n/a	n/a
Parks & Open Space	2,230.55	10.71%	2,230.55	10.71%	n/a	n/a
Planning Area A	359.83	1.73%	359.83	1.73%	n/a	n/a
Planning Area B	230.47	1.11%	230.47	1.11%	n/a	n/a
Planning Area Bell Corridor	471.83	2.27%	471.83	2.27%	n/a	n/a
Planning Area C	100.75	0.48%	100.75	0.48%	n/a	n/a
Planning Area D	67.75	0.33%	67.75	0.33%	n/a	n/a
Planning Area E	211.24	1.01%	211.24	1.01%	n/a	n/a
Planning Area F	159.13	0.76%	159.13	0.76%	n/a	n/a
Public/Semi-Public	914.92	4.39%	914.92	4.39%	n/a	n/a
Regional Office/ Retail/ Commercial	2,102.97	10.10%	2,116.09	10.16%	0.06%	0.62%
FUTURE LAND USE	20,818.57	100.00%	20,818.57	100.00%	0.00%	0.00%

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission consider and act on the request to amend the FLUP for 13.12 acres located west of North Lakeline Boulevard and north of West Park Street from LOC to REG.

PROPOSED CITY COUNCIL HEARINGS: (March 10, 2016) 1st Reading
(March 24, 2016) 2nd Reading



Project Name: Techni Center Partners, Ltd.
 Proposed Amendment: From: LR To: GR
 Project Location/Address: Park and Lakeline Blvd.
 Project Legal Description: _____

REQUIRED ITEMS FOR CITY COUNCIL CONSIDERATION OF FLUP PETITION:

- 1. Proof of property ownership. Copy of deed or other documentation establishing ownership by and individual or entity. If owned by an entity, including a partnership, documentation that the person signing the Owner's Acknowledgment has the authority to do so.
- 2. An aerial map clearly depicting the subject property and surrounding properties; the same or additional map should identify the property's current FLUP designation and the designation of surrounding properties.
- 3. Letter of Request. A Letter of Request from the owner/applicant outlining the justification for the proposed FLUP amendment. The Letter shall include:
 - a) How the proposed change will enhance the site and the surrounding area;
 - b) Whether the necessary infrastructure is already in place or how this will be provided;
 - c) How the proposed change reflects the vision identified by the Future Land Use Plan;
 - d) Whether or how the subject property is compliant with surrounding land uses and zoning;
 - e) How the proposed land use impacts adjacent areas – whether the proposed land use impacts existing areas and uses in a negative manner a compatible manner, or enhances adjacent areas;
 - f) Whether uses adjacent to the proposed land use are similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility. If adjacent uses are dissimilar, how compatibility will be addressed;
 - g) How the proposed land use presents a better benefit to the public health, safety and welfare of the community than the current designation of future land use; and
 - h) How the proposed land use contributes to the City's long-term economic well-being.
- 4. Statement of Relevant Goals and Objectives. This Statement from the applicant identifies which goals and objectives of the Comprehensive Plan are supported by the proposed land use change, and how they are supported or strengthened by the proposal.
- 5. Proposed Land Use and Development Information. This includes information on proposed land uses, building intensity, building height, building area, density, number of non-residential or residential dwelling units, etc.
- 6. Identification of unique characteristics of the area that supports the proposed land use and any additional maps or other information from the applicant to support the proposed Amendment.
- 7. Scan of completed Owner's Acknowledgement (following page).

Project Name: Techni Center Partners, Ltd
Owner's Acknowledgement & Designation of Agent:

The signature of the property owner or owners is required. If the property owner information does not match Appraisal District records, documentation verifying the change in ownership must be provided.

By signing, the owner indicates consent to the submittal of this petition. If the owner designates an agent to facilitate the petition, both owner and agent must sign this acknowledgement. Signatures certify that the applicant and his agent, if so designated, has reviewed the requirements of this petition and acknowledges that the acceptance of the proposed amendment petition by the City Council does not grant the requested Future Land Use Plan amendment or guarantee such approval by the Planning and Zoning Commission or City Council when the amendment is presented for consideration.

Note: The agent is the official contact person for this petition and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One:)

- I will represent my petition before the City Council.
- I hereby authorize the person named below to act as my agent in processing this petition before the City Council.

David Edelman 512-439-4300
 Owner's Name (printed) Phone Cell

3834 Spicewood Springs Rd. dedelman@sbglobal.net
 Owner's Mailing Address Owner's Email Address

[Signature] Oct 20, 2015
 Owner's Signature Date

Mitch Fuller 512-228-7074
 Agent's Name (printed) Phone Cell

J.L. Powers and Associates mfuller969@gmail.com
 Agent's Firm Firm's Mailing Address Agent's Email Address

[Signature] Oct 20, 2015
 Agent's Signature Date

(Submittal Date – Office Use Only)

October 20, 2015

Mayor and City Councilmembers and City Staff:

Techni Center Partners, Ltd (owners David Edelman and Ricky Matz) hereby requests a change to the Future Land Use Plan (FLUP) for the 13.12 acres at Park and Lakleline Boulevard. The City's Zoning Map and Future Land Use Map currently designate the property for Local Retail (LR). Mr. Edelman and Mr. Matz are petitioning to change the land use designation from LR to General Retail (GR).

The property in question is adjacent to the quarry and is generally very narrow and not conducive or marketable to LR uses. GR designation on the property would assist the City and its citizens and property owners with achieving key goals of the Comprehensive Plan: generating employment in the City, maximizing land use through highest and best use, as well as incorporating market forces and ensuring the property actually gets developed.

Mr. Edelman and Mr. Matz are in the very early stages of identifying uses within GR, which is not a radical departure from the current LR designation and is compatible with surrounding uses, including the quarry. Key infrastructure is in place and GR will serve as a catalyst for economic development through increased Appraisal Values (AV) by developing the property and increased sales tax for potential GR uses that generate sales tax. More importantly GR uses will create jobs and increase the daytime population of Cedar Park, thereby enhancing the diversification of the tax and revenue base.

At this early stage of the development process, Mr. Edelman and Mr. Matz are considering Office Showroom/Office Warehouse (similar to the Discovery Business Park development in Cedar Park) as a potential use and some others based on feedback with city staff and have eliminated from project consideration several of the uses within GR.

I would like to compliment the City planning staff, Chris Copple, Amy Link, and Lee Heckman for their assistance in the FLUP Petition process, which is extremely useful for property owners and developers

Please feel to contact me with any questions or concerns. Thank you for your consideration.

On behalf of Techni Center Partners, Ltd.:

Mitch Fuller
Senior Consultant
J.L. Powers and Associates
mfuller969@gmail.com
512-228-7074 (smartphone)



Home Property Search Forms Organization FAQs Online Protests eServices ARB Employment About Us

WILLIAMSON CENTRAL APPRAISAL DISTRICT

Property R033716 Owner TECHNI-CENTER PARTNERS LTD Property Address LAKELINE BLVD, CEDAR PARK, TX 78613 2015 Assessed Value \$920,000

2016 GENERAL INFORMATION

Property Status Active
 Property Type Land
 Legal Description S3362 - Cedar Park Ranchettes #1, Lot 9 PT, ACRES 13.12
 Neighborhood L50 - Leander/cedar Park Vacant
 Account R-17-W313-0000-0009-B010
 Total Land Area 571,507 Sq. Ft
 Total Improvement Main Area 0 Sq. Ft

2015 VALUE INFORMATION

Improvement Homesite Value \$0
 Improvement Non-Homesite Value \$0
 Total Improvement Market Value \$0
 Land Homesite Value \$0
 Land Non-Homesite Value \$920,000
 Land Agricultural Market Value \$0
 Total Land Market Value \$920,000
 Total Market Value \$920,000
 Agricultural Use \$0
 Total Appraised Value \$920,000
 Homestead Cap Loss -\$0
 Total Assessed Value \$920,000

2016 OWNER INFORMATION

Owner Name TECHNI-CENTER PARTNERS LTD
 Owner ID O0499221
 Exemptions
 Percent Ownership 100%
 Mailing Address 3834 SPICEWOOD SPRINGS 202 AUSTIN, TX 78759

2015 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		\$0	\$920,000	0	0
CCP- City of Cedar Park		\$0	\$920,000	0.4795	0
GWI- Williamson CO		\$0	\$920,000	0.441529	0
J01- Aus Comm Coll		\$0	\$920,000	0.1005	0
RFM- Wmsn CO FWRD		\$0	\$920,000	0.04	0
SLE- Leander ISD		\$0	\$920,000	1.51187	0
W09- Upper Brshy Cr WC&ID # 1A		\$0	\$920,000	0.02	0
TOTALS				2.593399	

2015 LAND SEGMENTS

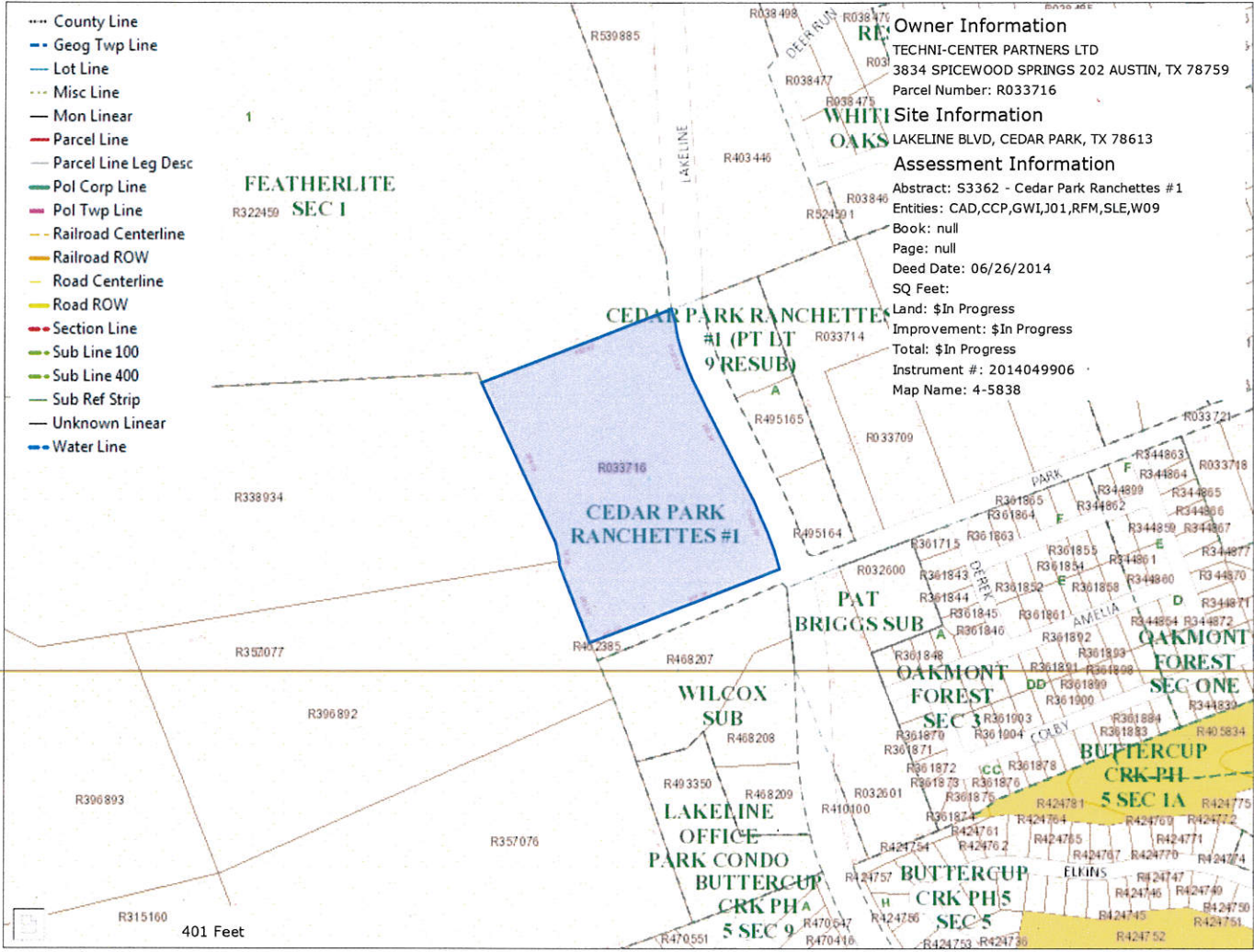
LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Vacant Land	C2 - Commercial Vacant Land	No	\$1,155,159	\$0	571,507 Sq. ft

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2014	\$0	\$653,804	\$653,804	\$0	\$0	\$653,804	\$0	\$653,804
2013	\$0	\$653,804	\$653,804	\$0	\$0	\$653,804	\$0	\$653,804
2012	\$0	\$628,658	\$628,658	\$0	\$0	\$628,658	\$0	\$628,658
2011	\$0	\$616,085	\$616,085	\$0	\$0	\$616,085	\$0	\$616,085
2010	\$0	\$634,944	\$634,944	\$0	\$0	\$634,944	\$0	\$634,944

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
6/26/2014	TECHNI-CENTER PARTNERS LTD	TECHNI-CENTER PARTNERS LTD	2014049906	
5/2/2014	ARGUINDEGUI INVESTMENTS LTD	TECHNI-CENTER PARTNERS LTD	2014032219	
10/21/2009	GAJ EXCHANGE L C	ARGUINDEGUI INVESTMENTS LTD	2009078752	
3/31/2009	BARRON, FRANK	GAJ EXCHANGE L C	2009022680	
5/27/2008	AUSTEX INC	BARRON, FRANK	2008041433	
4/22/1996	PILLACK, RAYMOND	AUSTEX INC	9620820	



Please choose **Landscape** when you print. [Print Now](#) | [Generate a PDF](#)

LOT 6 FEATHERLITE SEC. 1
(CABINET J SLIDE 261)

(BEARING BASIS)
N 71°53'50" E

647.59'
653.05'

STACKED
STONE

0.6' out

P.O.B.

0.2' in

5' ELEC. ESM'T. (489/55)

INLET

INLET

S 16°23'20" E C=323.51'
(S 15°49'43" E) (C=323.39')
R=1050.00'

68 AC.
ACT

(565.75')
565.16'

5' ELEC. ESM'T. (489/55)

(N 23°05'10" W)
N 22°11'08" W

13.13 ACRES

AUSTEX INC.
(DOC. #9620820)

OF
7N
ACT
2
(316)

(N 08°44'43" W)
(71.72')
N 07°27'35" W
71.50'

ANDERSON SUR.
A-28

INLETS

WTR. MTR.

FIRE HYD.

ELEC.
CONC.
A.W.W.

S 25°15'03" E 282.54'
(S 25°15'03" E) (282.54')

LAKELINE BOULEVARD

10 AC.
ACT

(N 19°53'35" W) (262.80')
N 19°02'13" W 263.04'
(N 19°02'13" W) (262.80')

NOTE: THIS AREA CALLED FOR A 50' WIDE
EXTENSION OF WEST PARK STREET IN FIELD
NOTES OF WILCOX TRACTS.

CONCRETE
DRAIN

TRAFFIC LIGHT

WTR. M.H.

FIRE H.

S 71°46'22" W 152.92'
(S 70°50'17" W) (152.98')

S 71°51'57" W
(S 70°51'40" W)

501.21'
492.38'

WEST P.
DRIV

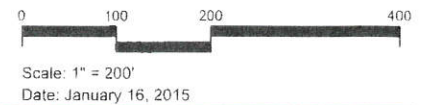
BERTHA A. WILCOX
DOC.# 9748196
TRACT A 6.16 AC

50

TRACT B 6.16 AC.



LAKELINE at PARK PD-B
EXHIBIT B, LAND USE PLAN



SHEET FILE #: 10063-0001-Corridor PLANNING Sub-Plan 2015.01.16 Zoning Summary Exhibit B Land Use Plan Map
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

FIELD NOTES

FOR

A 13.12 acre, or 571,370 square feet more or less, tract of land being that same 12.725 acre tract of land conveyed to Frank Barron in Warranty Deed, recorded in Document No. 2008041433 of the Official Public Records of Williamson County, Texas and being a portion of that called 19.011 acre tract of land conveyed to AUSTEX, Inc. in Document No. 9620820 of the Official Records of Williamson County, Texas, a portion of Lot 9 of the Cedar Park Ranchettes Subdivision recorded in Volume A, Page 393 of the Plat Records of Williamson County, Texas, and situated in the R.G. Anderson Survey, Abstract No. 28, Williamson County, Texas. Said 13.12 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone.

BEGINNING: At a found "+" in concrete, the northwest corner of Lakeline Boulevard, a 100-foot right-of-way, a called 2.180 acre tract recorded in Document No. 2002075997 of the Official Public Records of Williamson County, Texas, Cause No. 00-018 c26 Proceeding in Eminent Domain, on the south line of Lot 6, Block 1 of the Featherlite Section One Subdivision recorded in Cabinet J, Slides 261-263 of the Plat Records of Williamson County, Texas and the north line of the remaining portion said Lot 9;

THENCE: Along and with the west right-of-way line of said Lakeline Boulevard, the east line of said Lot 9, the following calls and distances:

Southeasterly, along a curve to the left said curve having a radial bearing of N 79°45'47" E, a radius of 1050.00 feet, a central angle of 17°43'01", a chord bearing and distance of S 19°05'44" E, 323.39 feet, an arc length of 324.68 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 27°57'15" E, a distance of 282.54 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the right said curve having radius of 1450.00 feet, a central angle of 11°32'45", a chord bearing and distance of S 22°10'51" E, 291.70 feet, an arc length of 292.20 feet to a set "+" in concrete, the intersection of the south line of said 19.011 acre tract and said Lakeline Boulevard;

THENCE: Along and with the south line of said 19.011 acre tract and approximately 50 feet north of an area to be dedicated to the City of Cedar Park as shown on the Wilcox Subdivision recorded in Cabinet Z, Slides 389-390 of the Plat Records of Williamson County, Texas, the following calls and distances:

S 69°03'30" W, a distance of 501.28 feet to a found ½" iron rod;

THENCE: S 69°02'07" W, a distance of 152.85 feet to a found fence post, on the east line of a tract of land leased to the City of Austin recorded in Volume 1618, Pages 316-335 of the Official Public Records of Williamson County, Texas and Volume 10528, Pages 501-520 of the Official Public Records of Real Property of Travis County, Texas, the northwest corner of said area to be dedicated to the City of Cedar Park as shown on the said Wilcox Subdivision, the southwest corner of the remaining portion of said Lot 9;

THENCE: Along and with the east line of said tract of land leased to the City of Austin, the west line of the remaining portion of said Lot 9, the following calls and distances:

N 21°38'58" W, a distance of 263.31 feet to a found ½" iron rod in a tree root;

N 10°23'47" W, a distance of 71.38 feet to a found ½" iron rod;

N 24°52'10" W, a distance of 564.79 feet to a found ½" iron rod, a southwest corner of the aforementioned Lot 6, the northwest corner of said Lot 9;

THENCE: N 69°11'50" E, along and with the south line of said Lot 6, the north line of the remaining portion of said Lot 9, a distance of 652.62 feet to the POINT OF BEGINNING, and containing 13.12 acres in the City of Cedar Park, Williamson County, Texas, Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 6, 2009
JOB NO. 59003-09
DOC. ID. N:\Survey\09\5-9-59100\59003-09\WORD\59003-09fn.doc

Backup material for agenda item:

- C.2 (Z-15-030) Second Reading And Approval Of An Ordinance To Rezone Approximately 13.12 Acres Located West Of North Lakeline Boulevard And North Of West Park Street From Local Retail (LR) To General Retail – Conditional Overlay (GR-CO). *The Planning And Zoning Commission Voted 7-0 To Recommend General Retail – Conditional Overlay (GR-CO) As Requested.*

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: (Z-15-030) Second Reading And Approval Of An Ordinance To Rezone Approximately 13.12 Acres Located West Of North Lakeline Boulevard And North Of West Park Street From Local Retail (LR) To General Retail – Conditional Overlay (GR-CO). *The Planning And Zoning Commission Voted 7-0 To Recommend General Retail – Conditional Overlay (GR-CO) As Requested.*

Commentary

Owner: Techni Center Partners, Ltd.

Applicant: Mitch Fuller

Request: Rezone approximately 13.12 acres to General Retail – Conditional Overlay (GR-CO)

Current Zoning: Local Retail (LR)

Existing Future Land Use Plan: Local Office/Retail/Commercial (LOC)

Proposed Future Land Use Plan: Regional Office/Retail/Commercial (REG)

Overlay Applicability: The site is subject to the corridor overlay requirements.

Staff Recommendation: General Retail – Conditional Overlay (GR-CO) as requested

Reason for Staff Recommendation:

The proposed zoning change would add more commercial services along one of the City’s major arterials, North Lakeline Boulevard. The request is consistent with the Future Land Use Plan (FLUP), if amended as requested, and the purpose statement of the General Retail – Conditional Overlay (GR-CO) zoning district.

P&Z Recommendation:

- Recommend approval of General Retail – Conditional Overlay (GR-CO) as requested.

Stated Reasons for P&Z Recommendation:

- Support staff recommendation.

Planning & Zoning Commission Recommendation to the City Council:

On February 16, 2016 the Planning and Zoning Commission voted 7-0 to recommend approval of the applicant’s request.

In favor: Scott Rogers, Greg Merrell, Kevin Harris, Audrey Wernecke, Eric Boyce, Holly Hogue, Kelly Brent

Opposed: None

Absent: None

Planning & Zoning Commission Public Hearing:

The Planning and Zoning Commission held a public hearing on February 16, 2016. Three people spoke in favor of the request. Two people were against the request but did not choose to speak.

City Council Public Hearing:

The City Council held a public hearing on March 10, 2016. No public testimony was received.

Background:

Please see attached Planning and Zoning Commission Report for details.

Public Information Plan:

February 3, 2016: Public notice of the Planning and Zoning Commission and City Council public hearings published in the Austin American Statesman

February 3, 2016: 11 letter notices for the Planning and Zoning Commission and City Council public hearings were sent to property owners within 300 feet of the subject tract

February 16, 2016: Planning and Zoning Commission public hearing

March 10, 2016: City Council 1st reading and public hearing

March 24, 2016: City Council 2nd reading and approval of ordinance

Initiating Dept: Development Services

Fiscal Impact

Account No.: n/a

Budget

Budget/Expended: n/a

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

Ordinance with Exhibits

Staff Report to the Planning and Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AMENDING ORDINANCE NO. 75-2 (ZONING) OF THE CITY OF CEDAR PARK, TEXAS TO REZONE APPROXIMATELY 13.12 ACRES LOCATED WEST OF NORTH LAKELINE BOULEVARD AND NORTH OF WEST PARK STREET FROM LOCAL RETAIL (LR) TO GENERAL RETAIL – CONDITIONAL OVERLAY (GR-CO) (Z-15-030); AUTHORIZING THE DIRECTOR OF DEVELOPMENT SERVICES TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF CEDAR PARK SO AS TO REFLECT THIS CHANGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, on March 24, 1975, the Cedar Park City Council adopted Ordinance No. 75-2: Comprehensive Zoning Ordinance, which created a variety of zoning districts, and a zoning district map, as amended; and

WHEREAS, all zoning districts located within the City are regulated pursuant to Chapter 11 of the Cedar Park Code of Ordinances; and

WHEREAS, Texas Local Government Code Chapter 211 authorizes the City to regulate the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes; and

WHEREAS, the Cedar Park City Charter Section 2.04 authorizes the Council to zone the City and to pass all necessary ordinances, rules and regulations governing the same under and by virtue of the authority vested in the cities by State statutes; and

WHEREAS, the Cedar Park City Charter Section 7.02 authorizes the Council to zone the City after recommendation of the Planning and Zoning Commission, and requires the Council to enact necessary implementing legislation as authorized by law and after all public hearings required by law; and

WHEREAS, City staff, after communication with the affected property owners, determined the most appropriate zoning designations based on the City's comprehensive plan, existing use of land and structures within the affected area, and uses surrounding the affected area: and

WHEREAS, the City published notice and conducted the requisite public hearings in accordance with Texas Local Government Code Chapter 211; and

WHEREAS, on February 16, 2016, the Planning and Zoning Commission voted to approve the proposed zoning; and

WHEREAS, the City Council finds the proposed zoning to be in accordance with the City's comprehensive plan, existing use of land and structures within the affected area, and uses surrounding the affected area, and are for the purpose of promoting the public health, safety, morals, and general welfare of the City; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. City of Cedar Park Ordinance No. 75-2: Comprehensive Zoning Ordinance is hereby amended to rezone approximately 13.12 acres to General Retail – Conditional Overlay (GR-CO) otherwise set forth in the legal description labeled Exhibit “A” and the property location map labeled Exhibit “B,” with the condition that only those uses listed in Exhibit “C” shall be permitted uses.

SECTION 2. That the Director of Development Services is hereby authorized and directed to officially designate the tract of land zoned herein as such on the official zoning district map of the City of Cedar Park and by proper endorsement indicated the authority for said notation.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

READ AND CONSIDERED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 10th day of March, 2016, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the 24th day of March, 2016, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

JP LeCompte, City Attorney

FIELD NOTES

FOR

A 13.12 acre, or 571,370 square feet more or less, tract of land being that same 12.725 acre tract of land conveyed to Frank Barron in Warranty Deed, recorded in Document No. 2008041433 of the Official Public Records of Williamson County, Texas and being a portion of that called 19.011 acre tract of land conveyed to AUSTEX, Inc. in Document No. 9620820 of the Official Records of Williamson County, Texas, a portion of Lot 9 of the Cedar Park Ranchettes Subdivision recorded in Volume A, Page 393 of the Plat Records of Williamson County, Texas, and situated in the R.G. Anderson Survey, Abstract No. 28, Williamson County, Texas. Said 13.12 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone.

BEGINNING: At a found "+" in concrete, the northwest corner of Lakeline Boulevard, a 100-foot right-of-way, a called 2.180 acre tract recorded in Document No. 2002075997 of the Official Public Records of Williamson County, Texas, Cause No. 00-018 e26 Proceeding in Eminent Domain, on the south line of Lot 6, Block 1 of the Featherlite Section One Subdivision recorded in Cabinet J, Slides 261-263 of the Plat Records of Williamson County, Texas and the north line of the remaining portion said Lot 9;

THENCE: Along and with the west right-of-way line of said Lakeline Boulevard, the east line of said Lot 9, the following calls and distances:

Southeasterly, along a curve to the left said curve having a radial bearing of N 79°45'47" E, a radius of 1050.00 feet, a central angle of 17°43'01", a chord bearing and distance of S 19°05'44" E, 323.39 feet, an arc length of 324.68 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 27°57'15" E, a distance of 282.54 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the right said curve having radius of 1450.00 feet, a central angle of 11°32'45", a chord bearing and distance of S 22°10'51" E, 291.70 feet, an arc length of 292.20 feet to a set "+" in concrete, the intersection of the south line of said 19.011 acre tract and said Lakeline Boulevard;

THENCE: Along and with the south line of said 19.011 acre tract and approximately 50 feet north of an area to be dedicated to the City of Cedar Park as shown on the Wilcox Subdivision recorded in Cabinet Z, Slides 389-390 of the Plat Records of Williamson County, Texas, the following calls and distances:

Page 1 of 2 of Exhibit A

S 69°03'30" W, a distance of 501.28 feet to a found 1/2" iron rod;

THENCE: S 69°02'07" W, a distance of 152.85 feet to a found fence post, on the east line of a tract of land leased to the City of Austin recorded in Volume 1618, Pages 316-335 of the Official Public Records of Williamson County, Texas and Volume 10528, Pages 501-520 of the Official Public Records of Real Property of Travis County, Texas, the northwest corner of said area to be dedicated to the City of Cedar Park as shown on the said Wilcox Subdivision, the southwest corner of the remaining portion of said Lot 9;

THENCE: Along and with the east line of said tract of land leased to the City of Austin, the west line of the remaining portion of said Lot 9, the following calls and distances:
N 21°38'58" W, a distance of 263.31 feet to a found 1/2" iron rod in a tree root;
N 10°23'47" W, a distance of 71.38 feet to a found 1/2" iron rod;
N 24°52'10" W, a distance of 564.79 feet to a found 1/2" iron rod, a southwest corner of the aforementioned Lot 6, the northwest corner of said Lot 9;

THENCE: N 69°11'50" E, along and with the south line of said Lot 6, the north line of the remaining portion of said Lot 9, a distance of 652.62 feet to the POINT OF BEGINNING, and containing 13.12 acres in the City of Cedar Park, Williamson County, Texas, Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 6, 2009
JOB NO. 59003-09
DOC. ID. N:\Survey\09\5-9-59100\59003-09\WORD\59003-09fa.doc

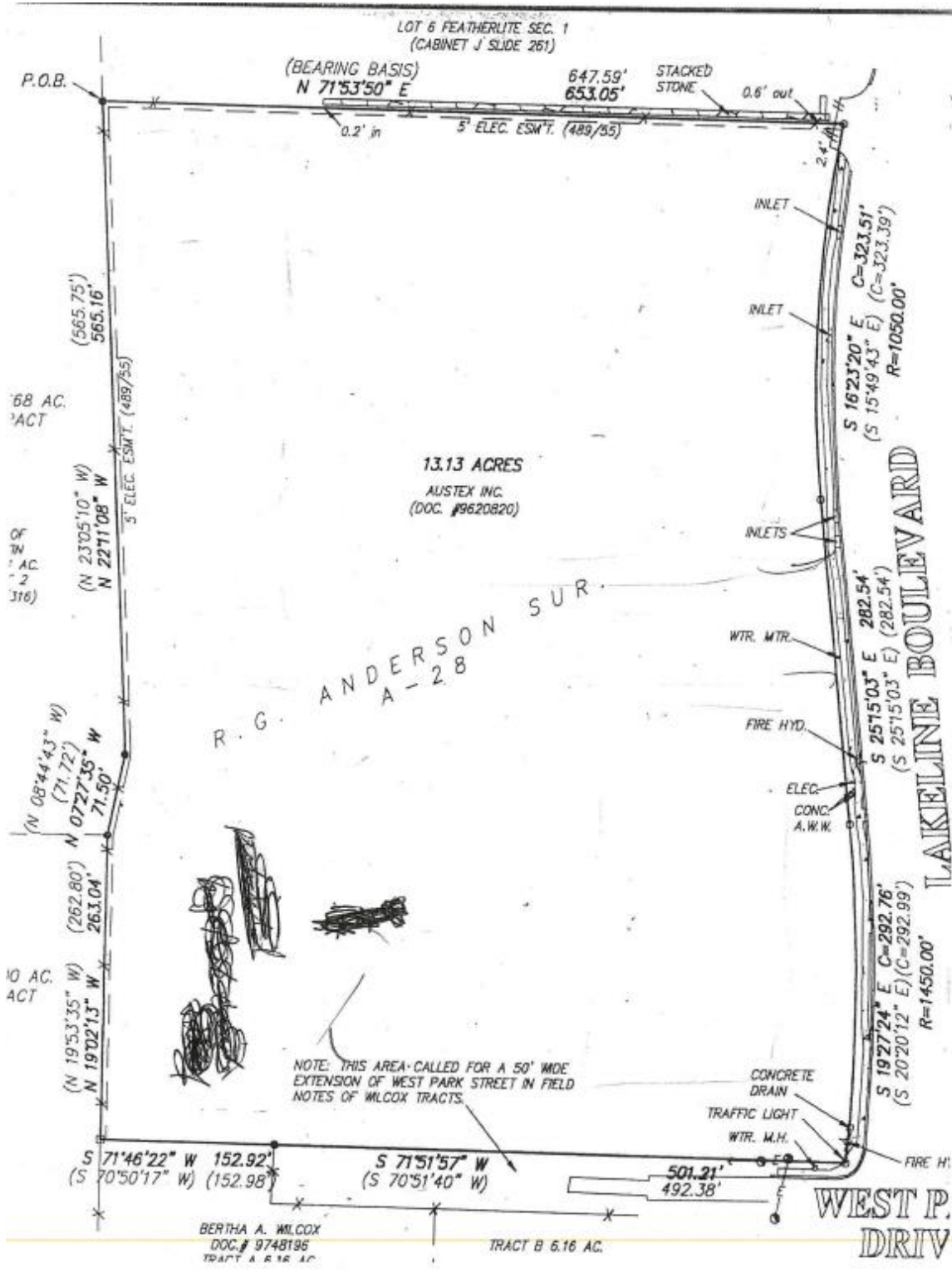


EXHIBIT A

City of Cedar Park
Lakeline at Park Street Z-15-030
Current Zoning

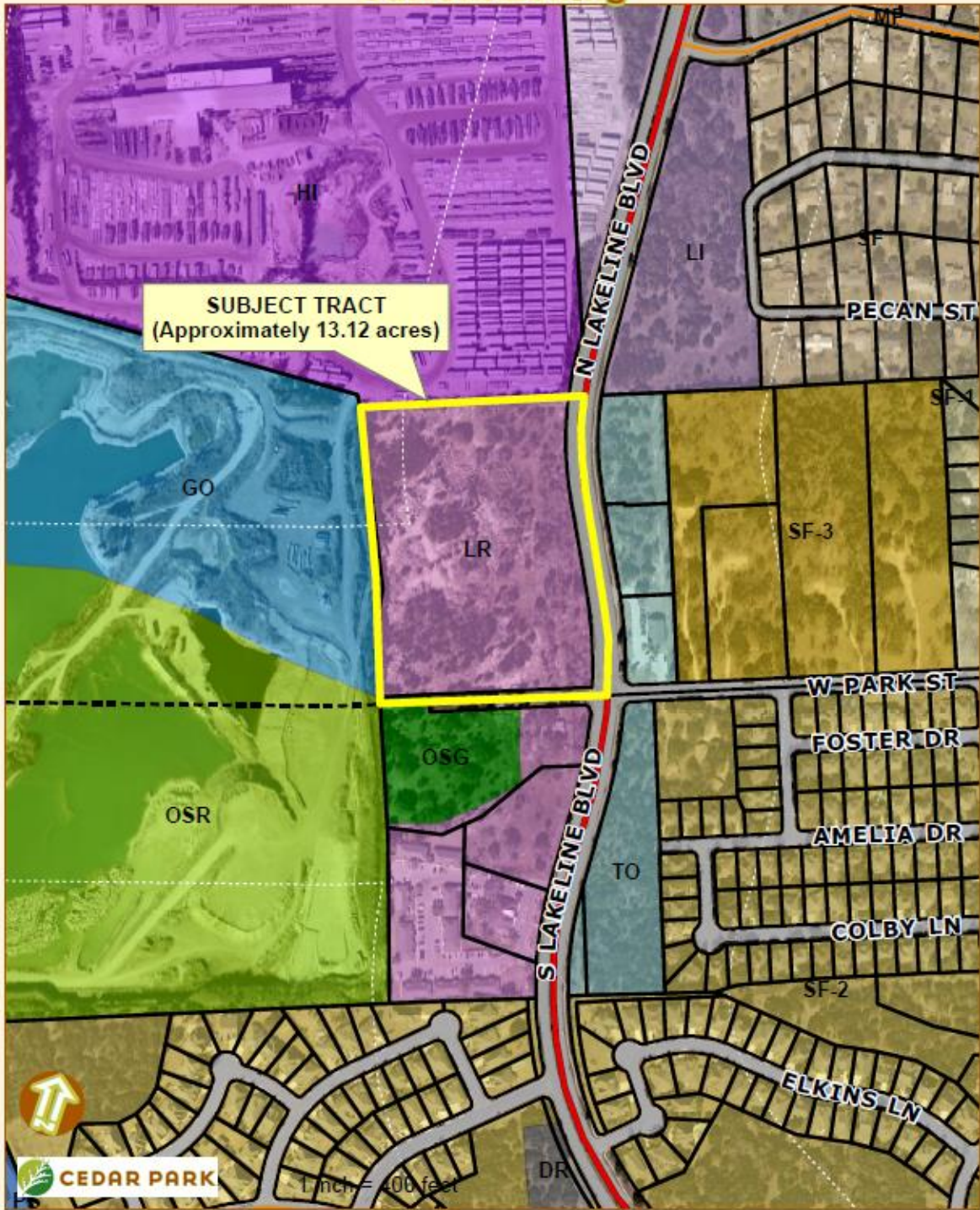


EXHIBIT B

City of Cedar Park
Lakeline at Park Street Z-15-030
Proposed Zoning

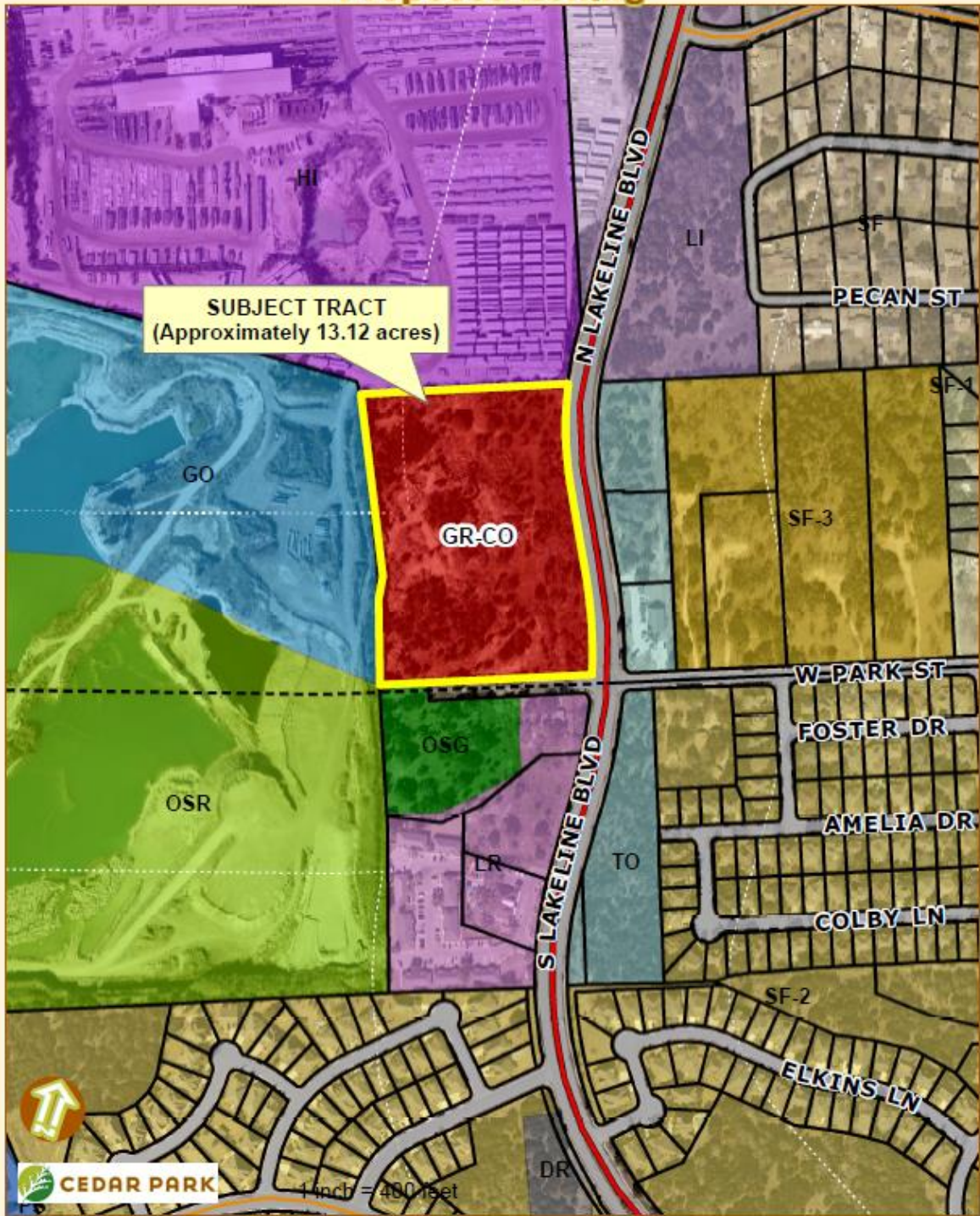


EXHIBIT B

EXHIBIT C

PERMITTED USES FOR 13.12 ACRES ZONED GR-CO

Only the uses listed below are allowed on the property. Any use not listed below shall be deemed a prohibited use.

- Accessory Structures
- Administrative Offices
- Art Gallery
- Art Gallery with retail sales
- Automated Teller Machines
- Automobile Parts and Accessories Sales
- Bakery, retail
- Banks
- Convenience Store
- Drugstores
- Food sales, general
- Food Sales, limited
- Furniture Store
- Hardware Stores
- Indoor Sports and Recreation
- Instant Print Copy Services
- Landscape Nursery and Supply Store, retail
- Liquor Store
- Medical Offices
- Movie and Music Rentals, sales
- Museums
- Nonprofit Seasonal Fundraisers
- Office/Showroom/Warehouse
- Personal Services
- Pet Grooming
- Places of Worship
- Professional Offices
- Public Buildings, uses
- Reception Hall
- Rental Libraries for Sound and Video Recordings
- Research and Development Activities
- Restaurant, General
- Restaurant, Limited
- Retail Gift Store
- Retail Stores
- Software Development
- Software Sales, Computer Hardware Sales
- Temporary Buildings
- Theatres, Indoor
- Utility Services, general
- Veterinary Services

February 16,
2016
Zoning

Planning and Zoning Commission
Lakeline at Park

Case Number: Z-15-030

OWNER: Techni Center Partners, Ltd.

AGENT: Mitch Fuller

STAFF: Ryan Mulkey, 512-401-5054, ryan.mulkey@cedarparktexas.gov

LOCATION: Located west of North Lakeline Boulevard and north of West Park Street

COUNTY: Williamson County

AREA: 13.12 acres

EXISTING ZONING: Local Retail (LR)

PROPOSED ZONING: General Retail – Conditional Overlay (GR-CO)

STAFF RECOMMENDATION: General Retail – Conditional Overlay (GR-CO)

EXISTING FUTURE LAND USE DESIGNATION: Local Office/Retail/Commercial (LOC)

PROPOSED FUTURE LAND USE DESIGNATION: Regional Office/Retail/Commercial (REG)

SUMMARY OF APPLICANT’S REQUEST:

The Applicant’s request is to rezone approximately 13.12 acres from Local Retail (LR) to General Retail – Conditional Overlay (GR-CO). This rezoning request is associated with a Future Lane Use Plan (FLUP) amendment from Local Office/Retail/Commercial (LOC) to Regional Office/Retail/Commercial (REG) (FLU-15-011). The request was postponed at last month’s meeting, in order to give the applicant more time to discuss the proposed zoning request with neighboring property owners.

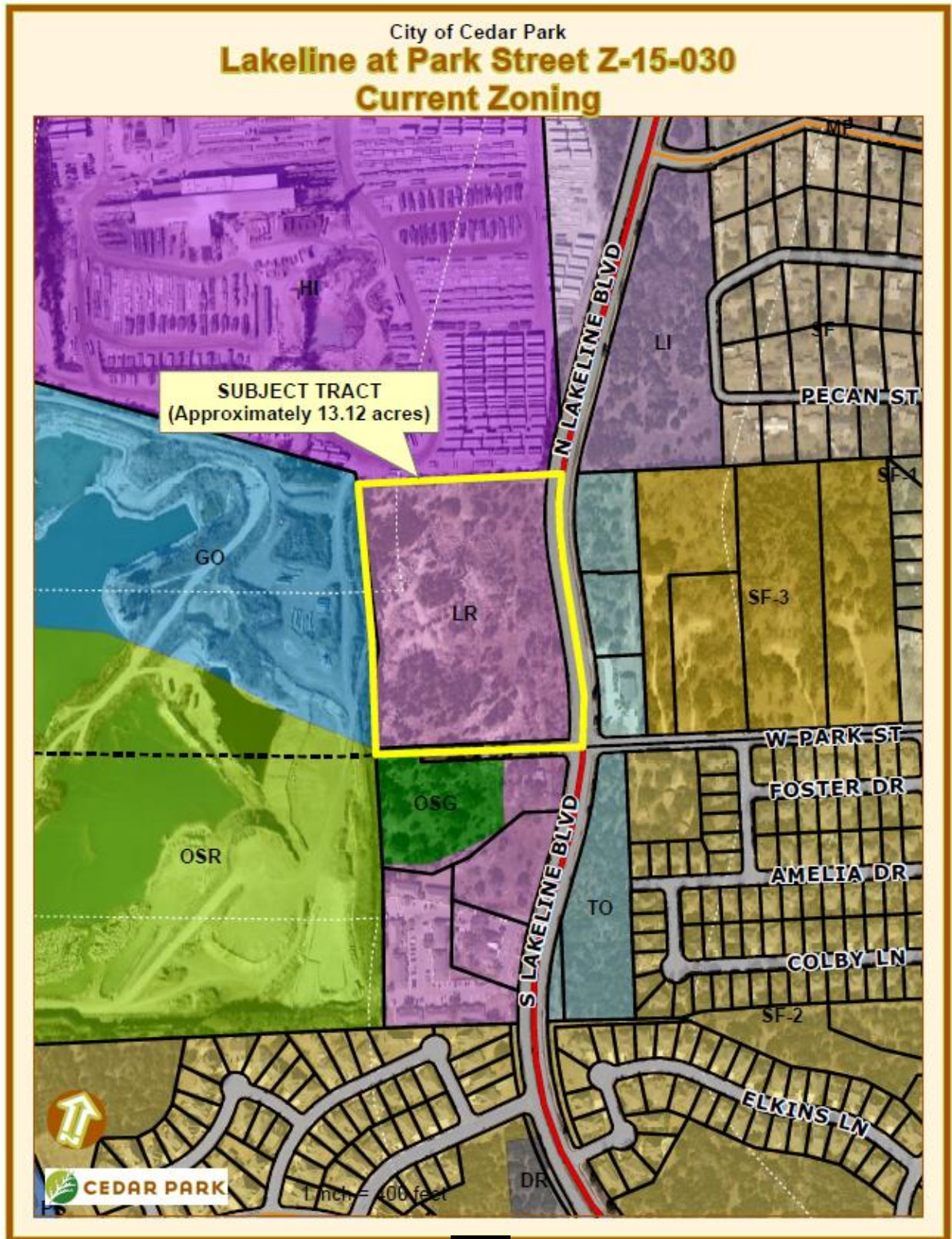
EXISTING SITE AND SURROUNDING LAND USES:

The tract is currently undeveloped. Directly north of the tract is the quarry, currently zoned Heavy Industrial (HI). East of the tract across North Lakeline Boulevard are several parcels zoned Transitional Office (TO), as well as property zoned Urban Single-Family Residential (SF-3). South of the tract is other property zoned Local Retail (LR), while directly west of the tract is a parcel zoned General Office (GO). There are also some parcels zoned Open Space Recreational (OSR) and Open Space Greenbelt (OSG) in the immediate vicinity of the subject tract.

Planning and Zoning Commission

Lakeline at Park

Case Number: Z-15-030

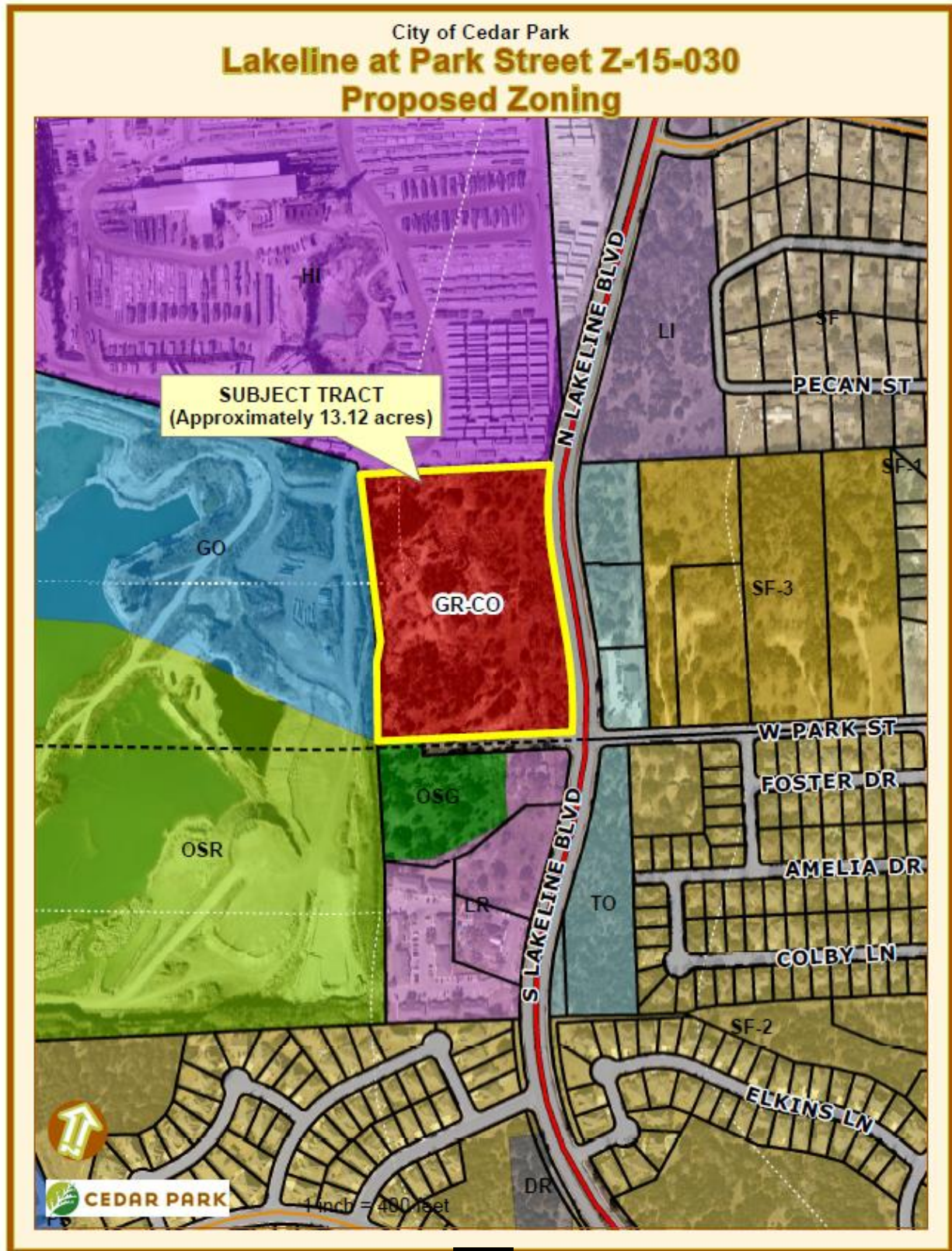


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PURPOSE OF REQUESTED ZONING DISTRICT:

The General Retail District, GR, is established to provide for business activities that are typically large in scale and are designed to serve the community and the region without negatively impacting the residents of the single-family neighborhoods. This is accomplished by locating these uses at pulse points or activity nodes located at the intersection of arterial roadways, or at pulse points with direct access to major arterial roadways. The GR District allows for more intensive retail, office, and limited commercial land uses under architectural standards that result in consumer-oriented, quality development that promotes economic development and regional enterprise in a positive and sustainable manner for the City.

The purpose of a Conditional Overlay Combining District (CO) is to modify use and site development regulations to address the specific circumstances presented by a site. The Conditional Overlay Combining District may be used to promote compatibility between competing and potentially incompatible land uses (ex. prohibit a permitted use in the base district); ease the transition from one base district to another (ex. requiring additional buffers); address land uses or sites with special requirements (ex. prohibit access to a specific roadway from a site); and guide development in unique circumstances (ex. increase the minimum lot size).

Although the request is for GR base zoning, the applicant intends to modify the uses permitted within the district with a conditional overlay (CO) that will result in land uses that are compatible with surrounding properties and consistent with the vision for development along the City's major roadways.

Proposed permitted uses are as follows.

PERMITTED USES IN GR-CO:

- Accessory Structures
- Administrative Offices
- Art Gallery
- Art Gallery with retail sales
- Automated Teller Machines
- Automobile Parts and Accessories Sales
- Bakery, retail
- Banks
- Convenience Store
- Drugstores
- Food sales, general
- Food Sales, limited
- Furniture Store
- Hardware Stores
- Indoor Sports and Recreation
- Instant Print Copy Services
- Landscape Nursery and Supply Store, retail
- Liquor Store
- Medical Offices
- Movie and Music Rentals, sales
- Museums
- Nonprofit Seasonal Fundraisers
- Office/Showroom/Warehouse
- Personal Services
- Pet Grooming
- Places of Worship

Planning and Zoning Commission
Lakeline at Park

Case Number: Z-15-030

- Professional Offices
- Public Buildings, uses
- Reception Hall
- Rental Libraries for Sound and Video Recordings
- Research and Development Activities
- Restaurant, General
- Restaurant, Limited
- Retail Gift Store
- Retail Stores
- Software Development
- Software Sales, Computer Hardware Sales
- Temporary Buildings
- Theatres, Indoor
- Utility Services, general
- Veterinary Services

For a comparison of permitted land uses between the proposed zoning request and the Local Retail (LR) and General Retail (GR) zoning districts, please see the attached table.

FUTURE LAND USE PLAN:

The Future Land Use Plan (FLUP) currently identifies the subject area as suitable for Local Office/Retail/Commercial (LOC). If the proposed FLUP amendment from LOC to REG (FLU-15-011) is recommended by the Planning and Zoning Commission and adopted by the City Council, the rezoning request would comply with the FLUP.

COMPREHENSIVE PLAN:

The applicant's request for General Retail – Conditional Overlay (GR-CO) zoning addresses the following objectives of the Comprehensive Plan:

Future Land Use

- Focus on business attraction and retention to be a destination for major employers and innovate entrepreneurs.
- Ensure an appropriate mix of land use types within the City.

SITE INFORMATION:

Corridor Overlay:

The site falls within the Corridor Overlay (CO).

Transportation:

North Lakeline Boulevard is classified as a major arterial. The daily traffic count on North Lakeline Boulevard, south of West Whitestone Boulevard, was 20,320 vehicle trips per day in 2008. West Park Street is classified as a minor arterial. The daily traffic count on West Park Street, east of North Lakeline Boulevard, was 2,414 vehicle trips per day in 2008. The extension of West Park Street is part of the adopted Collector Plan; however, no funding source or timeline has been identified at this time.

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Lakeline at Park

Case Number: Z-15-030

Subdivision:

The property is currently unplatted.

Setback and Height Requirements:

	GR-CO
Front Setback	25'
Side Setback	12'
Side Setback Adjacent to Public Street	25'
Rear Setback	5'
Maximum Height	100'

Architectural Requirements:

The GR-CO district requires 100% masonry construction on building exteriors, exclusive of doors and windows.

STAFF COMMENTARY:

The proposed zoning change would add more commercial services along one of the City's major arterials, North Lakeline Boulevard. The request is consistent with the Future Land Use Plan (FLUP), if amended as requested, and the purpose statement of the General Retail – Conditional Overlay (GR-CO) zoning district.

Since last month's meeting, the applicant has removed bars, gasoline service stations, and hotels from the list of uses that would be permitted on the tract under the proposed GR-CO zoning. These uses were removed in an effort to address some of the concerns of neighboring property owners.

STAFF RECOMMENDATION:

Staff recommends approval of the applicant's amended request for General Retail – Conditional Overlay (GR-CO) zoning, subject to approval of the FLUP amendment from LOC to REG (FLU-15-011).

APPLICANT'S NEIGHBORHOOD COMMUNICATION SUMMARY: See attached summary. The applicant has also included a letter to City Council and staff that was included in the FLUP amendment petition.

PUBLIC INPUT: To date, no public input has been received.

PUBLIC NOTIFICATION: Austin American-Statesman February 3, 2016
11 letter notices were sent to property owners within the 300' buffer

PROPOSED CITY COUNCIL HEARINGS: (March 10, 2016) 1st Reading
(March 24, 2016) 2nd Reading

Planning and Zoning Commission

Lakeline at Park

Case Number: Z-15-030



Applicant's Summary of Neighborhood Communications

APPLICATION PACKET
for ZONING CHANGE

Z-15-030
Jan 19, 2016 Pg 2
meeting

1. How and when were the surrounding neighborhood and property owners notified, how was information shared, and who was directly involved in the communication process?

There has been significant dialogue with the Oakmont Forest HOA since Oct 2014 in the form of face to face meetings and phone calls, including a meeting with HOA Board on October 29, 2014 and September 8, 2015. The owners of the 13 acres under consideration, Ricky Matz and David Edelman, and their consultant, Mitch Fuller were involved in these discussions as was Pete Verchichio, a land planner.

2. Who was notified (i.e. property owners, HOA, etc)?

HOA Board of Directors and some property owners. Follow up letter on behalf of Mr Matz and Mr. Edelman was sent to HOA leadership on Nov 26, 2014 when applicants were considering a PD for their property.

3. What concerns were raised during these communications?


Traffic limiting the hours of operations of retail businesses. HOA Board has a high preference for high quality architectural standards and businesses with limited evening operations. Mitch Fuller sent HOA Board Divisions 18, 19, and 20 (LR, GR, & CO) of Chapter 11 of Zoning Ordinance after September 8, 2015 meeting and subsequent phone dialogue with HOA President Deborah Porter.

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

Applicant had support from HOA and neighborhood for Commercial Services (self storage use) but this was precluded as an option due to City's corridor overlay prohibiting this use on Lakeline and Park. Applicants also pulled out a PD in early 2015 and ~~decided~~ decided instead to seek a zoning change from LR to GR-CO

The above information is deemed to be true to the best of my knowledge.

Signed:


Mitch Fuller, Senior Consultant
J.L. Powers and Associates

Date Jan 13, 2016

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Zoning

Planning and Zoning Commission Lakeline at Park

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October 20, 2015

Mayor and City Councilmembers and City Staff:

Techni Center Partners, Ltd (owners David Edelman and Ricky Matz) hereby requests a change to the Future Land Use Plan (FLUP) for the 13.12 acres at Park and Lakeline Boulevard. The City's Zoning Map and Future Land Use Map currently designate the property for Local Retail (LR). Mr. Edelman and Mr. Matz are petitioning to change the land use designation from LR to General Retail (GR).

The property in question is adjacent to the quarry and is generally very narrow and not conducive or marketable to LR uses. GR designation on the property would assist the City and its citizens and property owners with achieving key goals of the Comprehensive Plan: generating employment in the City, maximizing land use through highest and best use, as well as incorporating market forces and ensuring the property actually gets developed.

Mr. Edelman and Mr. Matz are in the very early stages of identifying uses within GR, which is not a radical departure from the current LR designation and is compatible with surrounding uses, including the quarry. Key infrastructure is in place and GR will serve as a catalyst for economic development through increased Appraisal Values (AV) by developing the property and increased sales tax for potential GR uses that generate sales tax. More importantly GR uses will create jobs and increase the daytime population of Cedar Park, thereby enhancing the diversification of the tax and revenue base.

At this early stage of the development process, Mr. Edelman and Mr. Matz are considering Office Showroom/Office Warehouse (similar to the Discovery Business Park development in Cedar Park) as a potential use and some others based on feedback with city staff and have eliminated from project consideration several of the uses within GR.

I would like to compliment the City planning staff, Chris Copple, Amy Link, and Lee Heckman for their assistance in the FLUP Petition process, which is extremely useful for property owners and developers

Please feel to contact me with any questions or concerns. Thank you for your consideration.

On behalf of Techni Center Partners, Ltd.:

Mitch Fuller
Senior Consultant
J.L. Powers and Associates
mfuller969@gmail.com
512-228-7074 (smartphone)

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Zoning

Planning and Zoning Commission
Lakeline at Park

Case Number: Z-15-030

Land Use Chart Comparison: Lakeline at Park

P: Permitted by Right / C: Conditional Use Permit / S: Special Use Permit

Use	LR	GR	Proposed GR-CO
Accessory Structures	P	P	P
Administrative Offices	P	P	P
Art Gallery	P	P	P
Art Gallery with Retail Sales	P	P	P
Automated Teller Machines	P	P	P
Automobile Parts and Accessories Sales	P	P	P
Automobile Repair Shop		P	
Automotive Tire Store		P	
Bakery, retail	P	P	P
Banks	P	P	P
Bar, Cocktail Lounge		P	
Bed and Breakfast	P	P	
Carwashes		S	
Civic Clubs and Fraternal Organizations	C	P	
Commercial Parking Lots		P	
Commissary		P	
Community Center	P	P	
Consumer Repair Shop	P	P	
Convenience Store	P	P	P
Data Center		P	
Day Care Center, adult	P	P	
Day Care Center, child	P	P	
Drugstores	P	P	P
Dry Cleaning and/or Laundry, on site	P	P	
Equipment Rental, Sales, Service and/or Repair		P	
Food Sales, general	P	P	P
Food Sales, limited	P	P	P
Funeral Home		P	
Furniture Store		P	P
Gasoline Service Station		P	
Golf, amusement	P	P	
Hardware Stores	P	P	P
Home Improvement Center		P	
Hotel	C	P	
Hotel, extended stay		P	
Indoor Sports and Recreation	C	P	P
Instant Print Copy Services	P	P	P
Landscape Nursery and Supply Store, retail	P	P	P
Laundromat	P	P	
Liquor Store	P	P	P
Medical Offices	P	P	P
Motel	C	P	
Movie and Music Rentals, Sales	P	P	P
Museum	P	P	P

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Non-Emergency Medical Transport Service	C	P	
Non-Emergency Medical Transport Service	P	P	
Nonprofit Seasonal Fundraisers	P	P	P
Office/Showroom/Warehouse		P	P
Personal Services	P	P	P
Pet Grooming	P	P	P
Places of Worship	P	P	P
Private Schools	P	P	
Professional Offices	P	P	P
Public Buildings, Uses	P	P	P
Reception Hall		P	P
Rental Libraries for Sound and Video Recordings	P	P	P
Research and Development Activities	P	P	P
Restaurant, general	P	P	P
Retail Gift Store	P	P	P
Retail Stores	P	P	P
Software Development	P	P	P
Software Sales, Computer Hardware Sales	P	P	P
Studios/Art Studio, Dance, Music, Drama, Gymnastics, Photography, Interior Design	P	P	
Temporary Buildings	P	P	P
Theaters, indoor	C	P	P
Theaters, outdoor	C	P	
Transit Station		P	
Utility Services, general	P	P	P
Veterinary Services	P	P	P
Vocational or Trade School	P	P	
Wireless Telecommunications Facilities	P	P	

Backup material for agenda item:

- D.1 A Resolution Authorizing Issuance Of A Parks Special Use Permit To The Cedar Park Chamber Of Commerce For A Barbeque Competition At Milburn Park On April 1st and 2nd, 2016.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: A Resolution Authorizing Issuance Of A Parks Special Use Permit To The Cedar Park Chamber Of Commerce For A Barbeque Competition At Milburn Park On April 1st And 2nd, 2016.

Commentary

Tony Moline, with the Cedar Park Chamber of Commerce, is requesting a special use permit to allow a Barbeque Competition at Milburn Park on Friday, April 1st and Saturday April 2nd, 2016. This fundraising event will utilize the large open space behind the pool for the cooking competition and the basketball court and stage area for the awards ceremony. The event will take place from 8 am on Friday to 9 am on Sunday and will include approximately 65 participants. The event will be held in conjunction with the City of Cedar Park's Heritage Festival to be held on April 2nd from 1pm to 5pm.

Article 8.03 of the Cedar Park Code of Ordinances pertaining to conduct in parks and playgrounds requires a special permit for this type of activity. Staff respectfully requests Council authorization for the issuance of a special use permit for this event.

The permit application is attached.

Initiating Dept: Parks

Legal Certification

Approved as to form and content: Yes No **City Attorney**

Associated Information:

RESOLUTION NO. R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING ISSUANCE OF A SPECIAL USE PERMIT TO THE CEDAR PARK CHAMBER OF COMMERCE FOR A BARBEQUE COMPETITION AT MILBURN PARK ON APRIL 1ST AND 2ND, 2016; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to the Code of Ordinances Chapter 8, Article 8.03, Section 8.03.004 special permits for activities not permitted in City parks or recreation areas shall be obtained by making application to the Director of Parks and Recreation and approved by the City Council; and

WHEREAS, an application for a special use permit was submitted by Tony Moline on behalf of the Cedar Park Chamber of Commerce for a Barbeque Competition at Milburn Park on April 1st and 2nd, 2016; and

WHEREAS, in accordance with the applicable standards for issuance, the proposed activity or use will not unreasonably interfere with or detract from the general public's enjoyment; and

WHEREAS, the proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation; and

WHEREAS, the proposed activity or use is not anticipated to include violence, crime or disorderly conduct; and

WHEREAS, the proposed activity or use will not entail extraordinary or burdensome expense or police operation by the City; and

WHEREAS, the proposed activity or use is not in conflict with another scheduled activity; and

WHEREAS, the Director of Parks and Recreation has recommended issuance of the special permit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The special use permit requested by Tony Moline on behalf of the Cedar Park Chamber of Commerce for a Barbeque Competition at Milburn Park on April 1st and 2nd, 2016, or an alternate date approved by the Director of Parks and Recreation, is hereby approved.

SECTION 2. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney



Application for Special Use in Parks
City of Cedar Park – Parks & Recreation Department
1435 Main Street ♦ Cedar Park, TX 78613
(512) 401-5500 ♦ Fax (512)260-1661

APPLICANT INFORMATION

Applicant's Name TONY MOLINE
Address 1460 E. WHITESTONE BLVD., SUITE 180 City & Zip CEDAR PARK, TX 78613
Home Phone _____ Work Phone 512.260.7800 E-mail Address TONY@CEDARPARKCHAMBER.ORG
Organization's Name (if applicable) CEDAR PARK CHAMBER OF COMMERCE Phone Number 512.260.7800
Organization's Address 1460 E. WHITESTONE BLVD., SUITE 180 City & Zip CEDAR PARK, TX 78613

EVENT INFORMATION

Type of Event BBQ COMPETITION Date of Event 4/1 - 4/2/16

Name of Park ELIZABETH MILBURN PARK Location in Park OIEN AREA BEHIND POOL

Time Event Begins 8AM FRI Time Event Ends 9AM SUN Number of Participants 65

Will participants be charged? Yes No If so, how much? \$250.00

Describe in detail all activities planned (please attach another sheet of paper, if necessary). BBQ COMPETITION SANCTIONED BY THE KANSAS CITY BBQ SOCIETY. PARTICIPANTS START COOKING FRIDAY AND PRIZES WILL BE AWARDED SATURDAY AFTERNOON. BBQ TRAILGELS AND GRILLS WILL BE SET UP IN THE AREA NORTH OF POOL. OFF-DUTY CPD OFFICER WILL BE OVERNIGHT.

Will any type of sound amplifying equipment be used at the event (other than personal radios, tape players, etc.)? Yes No
If so, please explain what type of equipment will be used. MUSIC FRIDAY EVENING AT VIP RECEPTION AND SOUND SYSTEM TO ANNOUNCE WINNERS ON HERITAGE FESTIVAL STAGE.

Will the event include live musical entertainment? Yes No If yes, please explain what type of live music. FRIDAY EVENING AS WELL AS IN ASSOCIATION WITH HERITAGE FESTIVAL SATURDAY

List any variances required from Park Rules & Regulations that have not been addressed on this application. OVERNIGHT CAMPING, VEHICLES IN PARK, PARK HOURS & COOKING LOCATIONS

Will the event interfere with or detract from the general public's enjoyment? Yes No

Will the event interfere with or detract from the promotion of public health, welfare, safety and recreation? Yes No

Is violence, crime or disorderly conduct anticipated as part of the event? Yes No

Will the event entail extraordinary or burdensome expense or police operation by the City? Yes No

Is there a conflict with another scheduled activity? Yes No

* If you replied "Yes" to any of the above questions, please explain. _____

Applicant's Signature [Signature]

Date 03/01/16

Backup material for agenda item:

- D.2 A Resolution Authorizing Issuance Of A Parks Special Use Permit To The Cedar Park Typhoons Swim Team For A Swim Meet At Milburn Park On July 9th, 2016.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: A Resolution Authorizing Issuance Of A Parks Special Use Permit To The Cedar Park Typhoons Swim Team For A Swim Meet At Milburn Park On July 9th, 2016.

Commentary

Erica Scassa, with the Cedar Park Typhoons Swim Team, is requesting a special use permit to allow a Swim Meet at Milburn Park on Saturday, July 9th, 2016. This competitive event will utilize the swimming pool as well as the adjacent open space around the outside of the pool. The event will take place from 6:00 am to 1:30 pm on that day and will include approximately 650 participants. The swim team has rented to pool for their use on that date.

Article 8.03 of the Cedar Park Code of Ordinances pertaining to conduct in parks and playgrounds requires a special permit for this type of activity. Staff respectfully requests Council authorization for the issuance of a special use permit for this event.

The permit application is attached.

Initiating Dept: Parks

Legal Certification

Approved as to form and content: Yes No **City Attorney**

Associated Information:

RESOLUTION NO. R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING ISSUANCE OF A SPECIAL USE PERMIT TO THE CEDAR PARK TYPHOONS SWIM TEAM FOR A SWIM MEET AT MILBURN PARK ON JULY 9TH, 2016; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to the Code of Ordinances Chapter 8, Article 8.03, Section 8.03.004 special permits for activities not permitted in City parks or recreation areas shall be obtained by making application to the Director of Parks and Recreation and approved by the City Council; and

WHEREAS, an application for a special use permit was submitted by Erica Scassa on behalf of the Cedar Park Typhoons Swim Team for a Swim Meet at Milburn Park on July 9th, 2016; and

WHEREAS, in accordance with the applicable standards for issuance, the proposed activity or use will not unreasonably interfere with or detract from the general public's enjoyment; and

WHEREAS, the proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation; and

WHEREAS, the proposed activity or use is not anticipated to include violence, crime or disorderly conduct; and

WHEREAS, the proposed activity or use will not entail extraordinary or burdensome expense or police operation by the City; and

WHEREAS, the proposed activity or use is not in conflict with another scheduled activity; and

WHEREAS, the Director of Parks and Recreation has recommended issuance of the special permit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The special use permit requested by Erica Scassa on behalf of the Cedar Park Typhoons Swim Team for a Swim Meet at Milburn Park on July 9th, 2016, or an alternate date approved by the Director of Parks and Recreation, is hereby approved.

SECTION 2. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney



Application for Special Use in Parks
City of Cedar Park – Parks & Recreation Department
1435 Main Street ♦ Cedar Park, TX 78613
(512) 401-5500 ♦ Fax (512)260-1661

APPLICANT INFORMATION

Applicant's Name Erica Scassa
Address 206 Banyan Cove City & Zip Cedar Park, TX 78613
Home Phone 512-695-5169 Work Phone _____ E-mail Address president@cedarparktornadoes.org
Organization's Name (if applicable) Cedar Park Typhoons Phone Number 512-695-5169
Organization's Address PO Box 2786 City & Zip Cedar Park, TX 78630

EVENT INFORMATION

Type of Event Swim Meet (Divisionals) Date of Event 7-9-16
Name of Park Milburn Location in Park Pool
Time Event Begins 4:15am Time Event Ends 2pm Number of Participants 650
Will participants be charged? Yes No If so, how much? _____
Describe in detail all activities planned (please attach another sheet of paper, if necessary). See attached

Will any type of sound amplifying equipment be used at the event (other than personal radios, tape players, etc.)? Yes No
If so, please explain what type of equipment will be used. PA system, speakers, race starter unit

Will the event include live musical entertainment? Yes No If yes, please explain what type of live music. _____

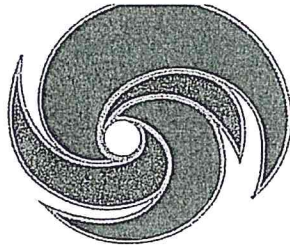
List any variances required from Park Rules & Regulations that have not been addressed on this application. See attached

Will the event interfere with or detract from the general public's enjoyment? Yes No
Will the event interfere with or detract from the promotion of public health, welfare, safety and recreation? Yes No
Is violence, crime or disorderly conduct anticipated as part of the event? Yes No
Will the event entail extraordinary or burdensome expense or police operation by the City? Yes No
Is there a conflict with another scheduled activity? Yes No

* If you replied "Yes" to any of the above questions, please explain. Parking lot will fill up quickly.

Applicant's Signature Eric Scassa

Date 2-10-16



CEDAR PARK
TYPHOONS

Typhoons Divisional Meet Schedule of Events

4:00 am Set-up Crew

4:30 am Tent Parent Check-in

4:40 am Parent & Swimmer Check-in

4:50-5:50 am Warm-ups (Each team will be given 20 min.)

6:00 am Announcer Call for Shift Workers/Volunteers

- Timer's Meeting under the clock at the entrance
- Judge's Meeting under the water slide
- Runner's Meeting at the end of lane 1
- Ready Bench to Ready Bench
- Scorers, Ribbons to left of computers

6:00 am Announcer: First Call for swimmers events 1, 2, & 3.

6:05 am Announcer Check: Ready Bench, Timers, Judges, Runners.

6:12 am Final Call Events 1,2, 3 followed by National Anthem

6:15 am Start Meet

10:00 am Between events 45 and 46 - Half Time Switch Volunteers, Parent/Coach Relay

1:30 pm Meet End & cleanup.

2:00 pm Pool cleared

Backup material for agenda item:

- D.3 A Resolution Rescinding Resolution Number R078.16.03.10.D4 Affirming The Certification Of Unopposed Candidate For Council Place Two In The May 7, 2016 General Election; Declaring Candidate Elected To Office Upon The Close Of The Official Canvassing Period As Set Forth By State Statue.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA

March 24, 2016

Item/Subject: A Resolution Rescinding Resolution Number R078.16.03.10.D4 Affirming The Certification Of Unopposed Candidate For Council Place Two In The May 7, 2016 General Election And Declaring Candidate Elected To Office Upon The Close Of The Official Canvassing Period As Set Forth By State Statute.

Initiating Dept: City Secretary

Commentary

Resolution Number R058.16.02.11.D1 was approved on February 11, 2016 and called the regular general election for the positions of Mayor, City Council Places Two, Four, and Six for the City of Cedar Park.

After the deadline to file an application for a place on the ballot and after the deadline to file as a declared write-in candidate, only one candidate for the position of Council Place Two had filed to run.

As prescribed in Sec. 2.052 of the Texas Election Code, the City Secretary issued a Certification of Unopposed Candidates in which each candidate whose name is to appear on the ballot is unopposed, and in accordance with Sec. 2.053 of the Texas Election Code, the City Council declared each unopposed candidate elected to the office.

Since that certification and declaration, the City has been advised by the Williamson County Elections Department of a change in policy, as supported by the Texas Secretary of State, which would prohibit the City's certification and declaration of election of an unopposed candidate under these circumstances.

Based on the County's changed policy, this Resolution would rescind Resolution No. R078.16.03.10.D4, and each unopposed candidate's name will appear on the ballot and be eligible to receive votes, beginning with the upcoming May 7, 2016 General Election.

LeAnn M. Quinn, City Secretary

Fiscal Impact
Fund:

Budget
Amount:

Finance Director Review

Legal Certification

Approved as to form and content:

Yes No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, RESCINDING RESOLUTION NUMBER R078.16.03.10.D4 AFFIRMING THE CERTIFICATION OF UNOPPOSED CANDIDATE FOR COUNCIL PLACE TWO IN THE MAY 7, 2016 GENERAL ELECTION AND DECLARING CANDIDATE ELECTED TO OFFICE UPON CLOSE OF THE OFFICIAL CANVASSING PERIOD AS SET FOR BY STATE STATUTE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Resolution Number R058.16.02.11.D1 approved on February 11, 2016 called the regular general election for the positions of Mayor, City Council Places Two, Four, and Six for the City of Cedar Park; and

WHEREAS, after the deadline to file an application for a place on the ballot and after the deadline to file as a declared write-in candidate, only one candidate for the position of Council Place Two had filed to run; and

WHEREAS, as prescribed in Sec. 2.052 of the Texas Election Code, the City Secretary issued a Certification of Unopposed Candidates in which each candidate whose name is to appear on the ballot is unopposed and in accordance with Sec. 2.053 of the Texas Election Code the City Council declared each unopposed candidate elected to the office; and

WHEREAS, since the certification and declaration the City has been advised by the Williamson County Elections Department of a change in policy, as supported by the Texas Secretary of State, which would prohibit the City's certification and declaration of election of an unopposed candidate; and

WHEREAS, based on this Williamson County's changed policy, Resolution No. R078.16.03.10.D4 should be rescinded, and each unopposed candidate's name will appear on the ballot and be eligible to receive votes, beginning with the May 7, 2016 General Election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That Resolution No. R078.16.03.10.D4 is hereby rescinded.

SECTION 2. That May 7, 2016 General Election official ballot for the election shall be prepared in accordance with the Texas Election Code Chapter 52 for the position of Council Place 2 at which all resident qualified voters of the City of Cedar Park shall be entitled to vote.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

Backup material for agenda item:

- D.4 A Resolution Authorizing An Interlocal Agreement With The Brushy Creek Utility Authority (“BCRUA”) And The City Of Cedar Park To Allow The BCRUA To Participate In The City’s Depository And Banking Services Contract With Wells Fargo Bank, N.A.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: A Resolution Authorizing An Interlocal Agreement With The Brushy Creek Utility Authority (“BCRUA”) And The City Of Cedar Park To Allow The BCRUA To Participate In The City’s Depository And Banking Services Contract With Wells Fargo Bank, N.A.

Commentary

The BCRUA is seeking authorization to enter into an Interlocal Agreement (“ILA”) with the City in order to allow BCRUA to participate in the Depository and Banking Services Contract with Wells Fargo Bank, N.A.

Section 271.102(a) of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government. The ILA will establish a cooperative purchasing program between the parties which allows BCRUA to purchase goods and/or services pursuant to Cedar Park’s Depository and Banking Services Contract.

Initiating Dept: Legal

Fiscal Impact

Fund:

Budget

Budget: -

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CEDAR PARK, TEXAS AND THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY (“BCRUA”) ALLOWING THE BCRUA TO PARTICIPATE IN THE CITY’S DEPOSITORY AND BANKING SERVICES CONTRACT WITH WELLS FARGO BANK, N.A.; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, this Agreement is authorized by V.T.C.A., Government Code, Chapter 791, 791.001 et seq. and by Texas Local Government Code, Chapter 271, Subchapter F, 271.101 et seq.; and

WHEREAS, Section 791.003(4)(B) of the Government Code defines BCRUA as a “local government”; and

WHEREAS, Section 271.102(a) of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government; and

WHEREAS, Section 271.102(c) of the Texas Local Government Code states that a “local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services”; and

WHEREAS, Cedar Park previously requested applications from authorized banking firms in order to select a City Depository for the custody of City funds; and

WHEREAS, Cedar Park previously duly selected and designated Well Fargo Bank, N.A. as its official depository, and entered into a Depository and Banking Services Contract and Depository Pledge Agreement with Wells Fargo Bank, N.A., effective August 25, 2015; and

WHEREAS, such Depository and Banking Services Contract allows for “Interlocal Cooperative Contracting/Purchasing”; and

WHEREAS, Cedar Park and BCRUA now desire to enter into Interlocal Agreement with each other to allow BCRUA to participate in such Depository and Banking Services Contract with Wells Fargo Bank, N.A..

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the Council hereby authorizes and directs the City Manager to execute an Interlocal Agreement between the City of Cedar Park, Texas and Brushy Creek Regional Utility Authority, allowing the BCRUA to participate in the City's Depository and Banking Services Contract with Wells Fargo Bank, N.A.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CEDAR PARK, TEXAS
AND THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY**

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of Cedar Park, Texas (“Cedar Park”) and the Brushy Creek Regional Utility Authority (“BCRUA”), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by V.T.C.A., Government Code, Chapter 791, 791.001 et seq. and by Texas Local Government Code, Chapter 271, Subchapter F, 271.101 et seq.;

WHEREAS, Section 791.003(4)(B) of the Government Code defines BCRUA as a “local government”;

WHEREAS, Section 271.102(a) of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government;

WHEREAS, Section 271.102(c) of the Texas Local Government Code states that a “local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services”;

WHEREAS, Cedar Park previously requested applications from authorized banking firms in order to select a City Depository for the custody of City funds;

WHEREAS, Cedar Park previously duly selected and designated Well Fargo Bank, N.A. as its official depository, and entered into a Depository Pledge Agreement with Wells Fargo Bank, N.A., effective August 25, 2015;

WHEREAS, such Depository and Banking Services Contract allows for “Interlocal Cooperative Contracting/Purchasing”; and

WHEREAS, Cedar Park and BCRUA now desire to enter into a cooperative purchasing program with each other to allow BCRUA to participate in such Depository and Banking Services Contract with Wells Fargo Bank, N.A.;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for good and sufficient consideration which is hereby acknowledged by the parties, the parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties which allow BCRUA to purchase goods and/or services pursuant to Cedar Park's Depository and Banking Services Contract.

**ARTICLE II
TERM**

The term of this Agreement shall be for one (1) year, commencing on the date the last party hereto executes this Agreement as shown below ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided herein.

**ARTICLE III
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party. The City Manager or his designee is authorized to act on behalf of Cedar Park in all matters relating to the cooperative purchasing program established herein. The General Manager or his designee is authorized to act on behalf of BCRUA in all matters relating to the cooperative purchasing program established herein. BCRUA shall make payment directly to Wells Fargo Bank, N.A. pursuant to the contract made under Cedar Park's process. BCRUA shall be responsible for Wells Fargo Bank, N.A.'s compliance with provisions relating to the quality of services and terms of delivery of services, to the extent provided in the agreement.

**ARTICLE IV
MISCELLANEOUS**

Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt

Requested, or by hand delivery or transmission addressed to the respective party at the address set forth below:

To BCRUA at:

Brushy Creek Regional Utility Authority
Attn: General Manager
221 E. Main Street
Round Rock, Texas 78664

To Cedar Park at:

City of Cedar Park
Attn: City Manager
450 Cypress Creek, Bldg. 1
Cedar Park, Texas 78613

Amendment: This Agreement may be amended by the mutual written agreement of both parties hereto.

Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had not been contained herein.

Governing Law: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in Williamson County, Texas.

Entire Agreement: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

Recitals: The recitals to this Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their officers thereunto duly authorized.

Brushy Creek Regional Utility Authority

City of Cedar Park, Texas

By: _____
Tom Gallier, General Manager

By: _____
Brenda Eivens, City Manager

Date: _____

Date: _____

ATTEST:

By: _____
Kris Whitfield, Secretary

By: _____
LeAnn Quinn, City Secretary

Backup material for agenda item:

- D.5 A Resolution Authorizing Staff To Amend The Existing ICMA Retirement Corporation Governmental Money Purchase Plan And Trust.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: A Resolution Authorizing Staff to Amend The Existing ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

Commentary

The City, through ICMA Retirement Corporation, has a Governmental Money Purchase Plan and Trust, known as 401(a) public sector retirement savings plan, which allows defined contributions to be made by the employee and employer. The attached resolution authorizes staff to amend the existing ICMA Retirement Plan in compliance with prior City Council action. Attached are the plan documents.

Initiating Dept: Human Resources

Fiscal Impact
Fund:

Budget
Budget: -

Finance Director Review

Legal Certification

Approved as to form and content:

Yes No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING STAFF TO AMEND THE EXISTING ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN AND TRUST; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The City has established a Money Purchase Retirement Plan (“The Plan”) to provide the necessary resources to attract and retain top talent for the organization.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City has established a Money Purchase Retirement Plan (“The Plan”) to provide the necessary resources to attract and retain top talent for the organization;

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as _____
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. Employer: _____

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

IV. Normal Retirement Age shall be age _____ (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement 106 depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment)_____.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is _____ (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes

No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____% of Earnings,
(ii) \$ _____, or
(iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No (***"Yes" is the default provision under the Plan if no selection is made.***)

- C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (***“No” is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (***“Yes” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (***“No” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.
 Effective Date is _____.
(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: _____
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____
(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	_____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age
 Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
 Alternate age (after Normal Retirement Age): _____
 Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (***"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.***)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as _____
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. Employer: _____

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

- The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)
- The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

IV. Normal Retirement Age shall be age _____ (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement 117 depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment)_____.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is _____ (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes

No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____% of Earnings,
- (ii) \$ _____, or
- (iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No (***"Yes" is the default provision under the Plan if no selection is made.***)

- C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (***“No” is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (***“Yes” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (***“No” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.
 Effective Date is _____.
(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: _____
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____
(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	_____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age
 Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
 Alternate age (after Normal Retirement Age): _____
 Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (***"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.***)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

Backup material for agenda item:

- F.1 Consideration Of A Resolution Authorizing The Expenditure Of Hotel Occupancy Tax (HOT) Funds To Ryan Sanders Baseball, L.P. To Provide For Reimbursement Of Eligible Expenditures For NOLA, Texas Food And Music Festival In An Amount Not To Exceed \$30,000.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: A Resolution Of The City Council Of The City Of Cedar Park, Texas Authorizing The Expenditure Of Hotel Occupancy Tax (HOT) Funds To Ryan Sanders Baseball, L.P. To Provide For Reimbursement Of Eligible Expenditures For NOLA, Texas Food And Music Festival In An Amount Not To Exceed \$30,000.

Commentary

The purpose of this Resolution is to authorize the expenditure of Hotel Occupancy Tax (HOT) in an amount not to exceed \$30,000 for reimbursement of expenses in connection with NOLA, Texas Food and Music Festival, an event hosted at Cedar Park Center on Sunday, April 3, 2016. Reimbursement for eligible expenditures will be payable to Ryan Sanders Baseball, L.P. upon completion of the event and the submission of a post-event report detailing attendance, impact on the Cedar Park Hotel Industry, the local economy, and revenues generated by the event.

The Resolution also provides authority for the City Manager to execute the Performance Agreement on behalf of the City. This agreement will provide for the expenditure of Tourism Hotel Occupancy (HOT) Funds for reimbursement of appropriate and approved expenditures to promote tourism and the convention and the hotel industry for the enumerated uses in the Tax Code.

Project performance agreements with Ryan Sanders Baseball, L.P. will provide for funds from the 2016 Budget year and will state requirements for the reimbursement of funds with HOT funds, including performance measures and procedures for submittal of expenditures for reimbursement. All HOT funds must be used for the expenditure of funds in compliance with terms and conditions as set forth in the project agreement.

Initiating Dept: Tourism

Fiscal Impact
Fund:

Budget
Amount:

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING THE EXPENDITURE OF HOTEL OCCUPANCY TAX (HOT) FUNDS TO RYAN SANDERS BASEBALL, L.P. TO PROVIDE FOR REIMBURSEMENT OF ELIGIBLE EXPENDITURES FOR NOLA, TEXAS FOOD AND MUSIC FESTIVAL IN AN AMOUNT NOT TO EXCEED \$30,000; TO AUTHORIZE AND DIRECT THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PERFORMANCE AGREEMENT WITH RYAN SANDERS BASEBALL, L.P. FOR THE EXPENDITURE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park City Council, in cooperation with the Cedar Park Tourism Advisory Board, desires to provide Hotel Occupancy Tax funds for reimbursement of eligible expenses associated with projects designed to promote tourism and the convention and hotel industry in accordance with Tax Code Chapter 351; and

WHEREAS, on March 11, 2016, Ryan Sanders Baseball, L.P. filed an application with City staff for the receipt of Hotel Occupancy Tax funds to provide for reimbursement of eligible expenditures for NOLA, Texas Food And Music Festival scheduled for April 3, 2016; and

WHEREAS, the Tourism Advisory Board has reviewed and provided a recommendation of whether to allocate Hotel Occupancy Funds for the reimbursement of eligible expenditures as proposed for NOLA, Texas Food And Music Festival; and

WHEREAS, the City Council has determined that the proposed expenditures promote tourism and the convention and hotel industry in accordance with Tax Code Chapter 351.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The Cedar Park City Council hereby authorizes and the expenditure of HOT funds to provide for the reimbursement of eligible expenditure for NOLA, Texas Food and Music Festival on April 3, 2016 in an amount not to exceed \$30,000.

SECTION 2. The Cedar Park City Council hereby authorizes and directs the City Manager to execute a performance agreement with Ryan Sanders Baseball, L.P. for such funding for in an amount not to exceed \$30,000.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J. P. LeCompte, City Attorney



APPLICATION FOR HOT FUNDS

The City of Cedar Park collects a Hotel Occupancy Tax (HOT) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from HOT funds may be used only to directly promote tourism and the hotel and convention industry. Chapter 351 of the Tax Code states that the use of HOT funds is limited to:

- 1) Convention Centers and Visitor Information Centers: the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both;
- 2) Registration of Convention Delegates: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- 3) Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- 4) Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry: the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry.

The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

- 5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry: historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels: Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.

7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:

1. The commercial center of the city;
2. A convention center in the city;
3. Other hotels in or near the city; or
4. Tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

City Policy: The City of Cedar Park Tourism Advisory Board accepts applications from eligible groups and businesses whose proposed program fits into one or more of the above categories. All requests for funds should be submitted in writing accompanied by the official application by 4:00 PM on Friday, May 29th. The application will be reviewed by the Tourism Advisory Board at the earliest possible regularly scheduled meeting. Applicants must be present at the Board review meeting to explain the benefits of the project and answer any questions regarding the application. Based on the application, the Tourism Advisory Board will make a recommendation to the City Council. The City Council will make the final decision on funding requests.

Eligibility and Priority for Hotel Tax Funds: Priority will be given to those events and entities based on their ability to generate overnight visitors to the City of Cedar Park. If an event will not generate any meaningful hotel night activity, it is not eligible to receive hotel occupancy tax funds. Applicants can document the potential to generate overnight visitors by:

- a) Historic information on the number of room nights used during previous years of the same events;
- b) Current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;
- c) Historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources; and/or
- d) An explanation of the planned marketing of the event and how that will likely generate overnight visitors to local lodging properties from this event.

e) All applicants are required to provide a budget showing the projected revenues and expenditures (excluding HOT funds) that are available to support the event. Applicants must provide a match equal to ten percent (10%) of the amount of HOT funds requested.

Use of Revenues from Event: A portion of the surplus revenues generated from any event and/or project receiving any type of funding assistance from HOT funds should be redirected into the future costs of operating that same event or the continued operation of the project.

Supplemental Information Required With Application: Along with the application, please submit the following:

- Proposed Marketing Plan for Proposed Project or Event.
- Event budget showing Revenues and Expenditures (excluding HOT funds) for the Proposed Project.

NOTE: Projects that have received funding of \$5,000 or more for three consecutive years must provide documentation of the need for continued funding. Specifically describe how the use of funds has helped the event develop; what other sources of funding is available; and how the absence of funds would place the continuation of the event in jeopardy.

Submission of an application does not guarantee funding. The Tourism Advisory Board will review all applications for appropriate use of HOT funds and funding levels. The Board will make recommendations, based on appropriateness and available revenues, to the City Council for final approval.

Submit Completed Applications to: Duane Smith, Manager
Tourism and Community Development
450 Cypress Creek Road, Building Three
Cedar Park, Texas 78613
(512) 401-5060

Or by email to: duane.smith@cedarparktexas.gov



Application For Hotel Occupancy Tax Funds

Date: Monday, February 15, 2016

Organization Information:

Name of Organization: **Ryan Sanders Baseball, LLC (dba Ryan Sanders Entertainment)**

Address: **3400 E. Palm Valley Blvd.**

City, State, Zip: **Round Rock, TX 78665**

Contact Name: **J.J. Gottsch**

Contact Phone Number: **512-238-2297**

Web Site Address for Event or Sponsoring Entity: www.roundrockexpress.com

Non-Profit or For-Profit status: **NA**

Tax ID #: **20-0943011**

Entity's Creation Date: **1999**

Purpose of your organization: **Create, produce and promote live events.**

Event Information:

Name of Event or Project: **NOLA, Texas Food & Music Festival**

Date of Event or Project: **Sunday, April 3rd, 2016**

Primary Location of Event or Project: **Cedar Park Center**

Amount Of Funding Requested: **\$30,000**

How will the funds be used?

To execute, advertise and promote the event to citizens outside of Cedar Park.

Primary Purpose of Funded Event:

A one-day celebration of all things New Orleans – and Texas – including, but not limited to; food, music, arts, crafts and various vendors.

Percentage of Hotel Tax Support of Related To Total Costs.

10 Percentage of Total Event Costs Covered by Hotel Occupancy Tax

12 Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event

85 Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

All applicants are required to provide a budget showing the projected revenues and expenditures (excluding HOT funds) that are available to support the event. Applicants must provide a match equal to ten percent (10%) of the amount of HOT funds requested.

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

1) Convention Center or Visitor Information Center: construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$_____

2) Registration of Convention Delegates: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$_____

■ 3) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: **\$21,506.00**

■ 4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry: the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry.

The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : **\$232,700.00**

5) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

6) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

How will the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$_____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: **1st Year**

2. 2015-2016 Expected Attendance: **7,500**

3. How many people attending the Event or Project will use Cedar Park Hotels? **200**

Number of people and how many nights will they stay: **200-1 Night / 50- 2 Nights**

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

Artist, performers and vendors are on their own to book their hotel rooms. Those numbers represent upwards of 200 from the production and talent side. Additionally there will be our 7,500 projected attendees.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT funds and the number of hotel rooms used:

Month/Year Held Assistance Amount Number of Hotel Rooms Used

_____	_____	_____
_____	_____	_____
_____	_____	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)?

Hoteliers and surveys

7. Please list other sources of revenue or support that will be available financial resources available to support your project:

Sales from tickets, sponsorships, merchandise, food and beverage.

8. Will the event charge admission or entry fee? Do you anticipate a net profit or surplus from the event? If there is a net profit or surplus, what is the anticipated amount and how will it be used?

Yes, \$25-\$150. Event is projected to break-even in the first year

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Print:	<u>\$6,588</u>
Radio:	<u>\$3,400</u>
TV:	<u>\$5,000</u>
Other Paid Advertising:	<u>\$4,400</u>

Number of Press Releases to Media: 30 press releases to TX, LA and national media through 3 designated public relation entities and over 100 social media post

Number Direct Mailings to out-of-town recipients: 0

Other Promotions:

Pitching enter-to-win contests with event highlights to over 8 family blogs in the area that span from Round Rock, CP, Leander, Austin, West Lake, Lake Travis, Liberty Hill, and Buda

Producing a centerspread print exposure piece for the Austin Chronicle

10. Will you include a link to the Cedar Park Tourism web site (Cedar Park Fun) or other source on your promotional handouts and in your website for booking hotel nights during this event?

Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

We are happy to promote any special rates and packages from Cedar Park hotels.

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

13. What geographic areas does your advertising and promotion reach?

Texas & Louisiana

14. How many individuals will your proposed marketing reach who are located in another city or county?

3.9M

15. Complete the following if the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit no later than 4:00 PM, Friday, May 29, 2015 to:

Duane Smith, Manager
Tourism and Community Development
450 Cypress Creek Road, Building Three
Cedar Park, Texas 78613
(512) 401-5060
Or by email to duane.smith@cedarparktexas.gov

**NOLA, TX Food and Music Festival
Marketing Plan**



April 3, 2016

Prepared by Opal Scott oscott@rs3sports.com

Contents Page

1. Marketing objectives
 - Overview
 - Positioning
 - SWOT Analysis- target market, market size, competitors.

2. Communication Strategy
 - Marketing mix
 - Product
 - Price
 - Place
 - Promotion
 - Marketing Tools

3. Budget Plan

1. Marketing Objectives

Overview

The NOLA, TX Food and Music Festival is slated to be one of the premiere events in Cedar Park, TX showcasing New Orleans cuisine, music and crafts. In its inaugural year, the festival will feature New Orleans’ own, world renowned, Chef John Besh, making it one of the most incredible culinary events in Texas. We are looking to attract over 7,500 foodies as well as art and music lovers. We're also excited to bring this concept to our Cedar Park community and Austin locals who enjoy excellent food, exceptional drinks, and a great time!

Positioning

Ryan Sanders Entertainment (RSE) in a partnership with Cedar Park Center presents the inaugural NOLA, Texas Food and Music Festival to be held at Cedar Park Center Sunday, April 3, 2016.

Louisiana native and New Orleans culinary expert John Besh is bringing his Nawlin’s flare to the NOLA, Texas Food and Music Festival as host of Besh Big Easy VIP Brunch. Crawfish King Chris “Shaggy” Davis will head up the crawfish boil, with “All-You-Can Eat Crawfish” tickets that can be purchased in advance or on the day of the Festival.

The festival also features storied musical acts such as Dr. John, Leon Russell, Asleep at the Wheel, and Cowboy Mouth. Austin legend Bob Schneider, Robert Randolph & The Family Band, and New Breed Brass Band will also rock the stage at the event aimed to bring a little New Orleans flair to Central Texas.

SWOT Analysis

Strengths	Weaknesses
<ul style="list-style-type: none">• <i>Unique event in Austin area</i>• <i>Storied musical acts</i>• <i>World renowned culinary expert</i>• <i>Free entry for children under 10</i>	<ul style="list-style-type: none">• <i>Potential for weather to affect outdoor aspect of event</i>• <i>Year 1 of event</i>• <i>Competition of active Austin events calendar</i>
Opportunities	Threats
<ul style="list-style-type: none">• <i>To grow into new markets and invite in different age groups</i>• <i>To annually grow the event</i>• <i>To continue to attract visitors to Cedar Park</i>	<ul style="list-style-type: none">• <i>Clashes with other events taking place in the local area</i>• <i>Potential for inclement weather</i>

2. Communication Strategy

Marketing Mix

Product – NOLA, TX Food and Music Festival, a one day culinary, music and arts festival

Price

- \$30 General admission advance ticket purchase.
- \$40 General admission day of festival.
- \$25 Per person General admission for groups of 10 or more.
- \$150 Besh Big Easy VIP Brunch which includes:
 - Early access to the food and music festival
 - VIP Brunch
 - Meet-and-greet with Besh
 - Front stage access for both stages with access to private bars at each location
 - Parking pass
 - VIP laminate badge
 - All-you-can-eat crawfish wristband
- Children 10 and under free admission with a paid ticket.

Convenience

- Cedar Park Center is a multi-purpose venue with various seating configurations for variety of events. The capacity for Texas Stars Hockey games is 6,800 and the capacity for entertainment events can range from 2,500 for theatre style events up to 8,700 guests for concerts. The spacious arena floor can accommodate seminars, banquets, and exhibition/trade shows and there are spaces throughout Cedar Park Center which can accommodate business meetings and parties.
- **Parking:** Cedar Park Center features more than 2,600 parking spaces on its property, including parking for patrons with disabilities located in Lots B, F, G, and Valet. Prices for parking vary by event and parking is CASH ONLY. Please visit the Events & Tickets tab to view parking prices for specific events.
- Ticketmaster is the exclusive ticket provider for Cedar Park Center. Tickets for Cedar Park Center events can be purchased online at www.ticketmaster.com. The Cedar Park Center Box Office is opened Monday - Friday 10:00 AM - 6:00 PM and will open two hours prior to ticketed events.
- By utilizing Cedar Park Center, we are able to off-set some of the threat of inclement weather as there is a “rain plan” that would allow us to continue with an all-indoor event.

Promotion

- We've posted upwards of 100+ posts on our social networks
http://www.cedarparkcenter.com/arena_info/connect_with_us
 - Facebook Events Pages
 - Cedar Park Center's <https://www.facebook.com/events/176394946048167/>
 - 3.2k Interested, 587 attending
 - Cedar Park Fun <https://www.facebook.com/events/1670393463200527/>
 - 9.7k interested, 1.4 attending
- We've sent out 3 press releases to over 150 media partners in the area
- We have over social media influencers who are doing editorial pieces on the event
 - Including a foodie blog in Dallas
- Pitching enter-to-win contests with event highlights to over 8 family blogs in the area that span from Round Rock, CP, Leander, Austin, West Lake, Lake Travis, Liberty Hill, and Buda
- Street team will distribute flyers at SXSW

Marketing Tools

RADIO

KLBJ

KBPA - BOB

TV

TWC

PRINT

Austin Chronicle

Booked

ONLINE

Do512

Booked

Do512 Family

Eater Austin

Facebook Advertising

Booked

Free Fun In Austin

Booked

Vincent Event Promotions (online ads)

Booked

OUTDOOR/MALL

Vincent Event Promotions - Flyer Team

Booked

3. Budget Plan

Event Budget for NOLA, TX Food and Music Festival

Expenses

		Estimated	Actual
Total Expenses		\$339,206.00	\$0.00

		Estimated	Actual
Site			
Stagehands	\$15,000.00		
House Staffing	\$20,000.00		
Sound/ Production	\$35,000.00		
Talent/ Music	\$232,700.00		
Totals	\$302,700.00		\$0.00

		Estimated	Actual
Transportation			
Runners & Vans	\$2,500.00		
Totals	\$2,500.00		\$0.00

		Estimated	Actual
Publicity			
Print Advertising	\$6,588.00		
Radio Advertising	\$3,400.00		
TV Advertising	\$5,000.00		
Online & Digital Post	\$3,700.00		
Outdoor	\$700.00		
Ad Production	\$2,118.00		
Totals	\$21,506.00		\$0.00

		Estimated	Actual
Food & Beverage			
Talent Catering	\$10,000.00		
Totals	\$10,000.00		\$0.00

		Estimated	Actual
Miscellaneous			
Miscellaneous	\$2,500.00		
Totals	\$2,500.00		\$0.00

Event Budget for NOLA, TX Food and Music Festival

Income

		Estimated	Actual
Total income		\$312,500.00	\$0.00

		Estimated	Actual
Ticket Sales			
	500		
	3000		
	3500		
	500		

		Estimated	Actual
VIP @	\$150.00	\$75,000.00	\$0.00
Day of Show GA @	\$40.00	\$120,000.00	\$0.00
Advance GA @	\$30.00	\$105,000.00	\$0.00
Group GA @	\$25.00	\$12,500.00	\$0.00
		\$312,500.00	\$0.00

Backup material for agenda item:

- F.3 Consideration Of A Resolution Approving A Rate Adjustment Pursuant to the Residential Services And City Services Agreement Between The City Of Cedar Park And Central Texas Refuse, Inc. To Reduce The Rate From \$15.56 Per Month To \$14.83 Per Month.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: Consideration Of A Resolution Approving A Rate Adjustment Pursuant to the Residential Services And City Services Agreement Between The City Of Cedar Park And Central Texas Refuse, Inc. To Reduce The Rate From \$15.56 Per Month To \$14.83 Per Month.

Commentary

The Residential Services And City Services Agreement Between The City Of Cedar Park And Central Texas Refuse, Inc. (for solid waste and recycling collection services) provides for an annual rate adjustment that is subject to the Council's approval. The contract outlines a formula to determine whether the rate can be increased or decreased. The annual rate adjustment cannot exceed 5%.

The factors considered are:

1. Inflation (55%)
The inflation adjustment is based on the unadjusted All Items December CPT-AA Urban Consumers. The December 2014, the CPI was 234.812 for December 2015 the rate was 236.525. The increase based on the contract formula is .40%.
2. Fuel Adjustment (15%)
The fuel adjustment is based on the price of diesel based on the Department of Energy's December Gulf Coast retail prices, The December 2014 price was \$3.21 per gallon; the December 2015 price was \$2.140. Based on the formula the adjustment is -4.71%.
3. Disposal Cost Adjustment (30%)

This adjustment is based on the contractor's most recent lowest per ton cost as of January 1 compared to the prior year. The price for 2015 is \$27.37 per ton; for 2016 it is \$28.58, resulting per the formula to a 1.33% increase.

- 4. 2016 Adjustment
 - Inflation Adjustment: 0.40%
 - Fuel Adjustment: -4.71%
 - Disposal Cost Adjustment: 1.33%
 - Total Adjustment: -2.987%

With a negative 2.987 adjustment, the monthly rate decreases from \$15.56 to \$14.83.

	<u>2015</u>	<u>2016</u>	
Monthly Service	\$15.56	\$14.83	
Administrative Fee	\$ 2.00	\$ 2.00	
Cart Fee	\$ 1.12	\$ 1.12	
Total	\$18.68	\$17.95	
Sales Tax	\$ 1.54	\$ 1.48	
Billed to Customer	\$20.22	\$19.43	-\$0.79
			-3.89%

Both City Staff and Central Texas Refuse management have reviewed the data and calculations and find them to be accurate. Representatives for Central Texas Refuse will attend the Council meeting and be available to answer any questions.

Initiating Dept: City Manager's Office

Fiscal Impact

Fund:

Budget

Amount:

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, APPROVING A RATE ADJUSTMENT PURSUANT TO THE RESIDENTIAL SERVICES AND CITY SERVICES AGREEMENT BETWEEN THE CITY OF CEDAR PARK AND CENTRAL TEXAS REFUSE, INC. TO REDUCE THE RATE FROM \$15.56 PER MONTH TO \$14.83 PER MONTH; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park and Central Texas Refuse, Inc. executed that Residential Services and City Services Agreement (“Agreement) for Municipal Solid Waste Services, Bulk Waste Services, and Recycling Services, as those terms are defined in the Agreement, for City Facilities, City Events, and Residential Service Units pursuant to the Agreement; and

WHEREAS, the initial term of the Agreement is through January 31, 2017 and there are three (3) one-year extensions available at the City’s option; and

WHEREAS, Section 20.5 of the Agreement provides that upon notification of a reduction of CTR’s per-ton cost of the disposal at the landfill and approval of Council, the City Manager may recalculate the annual rate adjustment, which shall be based on CTR’s most recent lowest contracted per-ton cost of disposal at a landfill as of January 1st of the current calendar year and CTR’s reduced per-ton cost of disposal at a landfill; and

WHEREAS, the City received notice of a reduction in CTR’s fuel adjustment; and

WHEREAS, the fuel adjustment is based on the price of diesel based on the Department of Energy’s December Gulf Coast retail prices; and

WHEREAS, the price for diesel fuel decreased as of January 1st, 2016 to \$ 2.140 per gallon; and

WHEREAS, the City Council finds that a reduction in the annual rate, through a reduction in the Disposal Cost, of both City Services and Residential Services is in the best interest of the residents of the City of Cedar Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the City Council hereby approves a rate adjustment to the residential and city solid waste service rate to reduce the rate from \$15.56 per month to \$14.83 per month effective April, 2015.

SECTION 2. That the City Council hereby authorizes and directs the City Manager to execute Addendum 7 to the Central Texas Refuse Solid Waste Agreement Appendix B Rates for Residential and City Services.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

Backup material for agenda item:

- F.4 Consideration Of A Resolution Authorizing The Renewal Of The Residential Services And City Services Agreement Between The City Of Cedar Park And Central Texas Refuse, Inc.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: Consideration Of A Resolution Authorizing The Renewal Of The Residential Services And City Services Agreement Between The City Of Cedar Park And Central Texas Refuse, Inc.

Commentary

The City of Cedar Park City Council awarded the Residential Services and City Services Agreement (for solid waste services and recycling collection services) to Central Texas Refuse at the meeting held on November 9, 2009 (“Agreement”). The Agreement’s initial term was for a seven (7) year period from February 1, 2010 to January 31, 2017. Additionally, the Agreement provides for three (3) one-year renewals at the City’s option.

Pursuant to the terms set forth in the Agreement, the City must provide written notice to Central Texas Refuse at least sixty (60) calendar days prior to the expiration of the current term of its intent to exercise an optional renewal term. The Resolution would authorize the City’s exercise of its option for all three (3) additional one (1) year optional renewal terms.

Department: Legal

Fiscal Impact
Account No.:

Budget
Budget/Expended:

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE RENEWAL OF THE RESIDENTIAL SERVICES AND CITY SERVICES AGREEMENT BETWEEN THE CITY OF CEDAR PARK AND CENTRAL TEXAS REFUSE, INC.; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Council awarded the Residential Solid Waste Contract to Central Texas Refuse at a meeting held on November 9, 2009; and

WHEREAS, the Agreement provides for an initial term of seven (7) years commencing on February 1, 2009 and continuing in effect until January 31, 2017; and

WHEREAS, Section 5.2.2 of the Agreement, Optional Renewal Terms, states the City shall have the option to renew the Agreement for up to three (3) additional one (1) year optional renewal terms by providing written notice of its intent to exercise an optional renewal term at least sixty (60) days prior to the expiration date of the current term; and

WHEREAS, the City now desires to exercise its renewal option as set forth in Section 5.2.2. for all three (3) additional one (1) year optional renewal terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, THAT:

SECTION 1. The City Council hereby authorizes and directs the City Manager to execute documents necessary to exercise the City's renewal option for the Residential Services and City Services Agreement between the City of Cedar Park and Central Texas Refuse, Inc. for all three (3) additional one (1) year optional renewal terms, subject to final review by the City Attorney.

SECTION 2. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

Backup material for agenda item:

- F.5 Consideration Of A Resolution Authorizing An Economic Development Incentive Agreement Between Comprehensive Healthcare Management and The Cedar Park Economic Development (Type A) Corporation In An Amount Not To Exceed \$85,000.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: Consideration Of A Resolution Authorizing The Execution Of An Economic Development Incentive Agreement Between Comprehensive Healthcare Management and The Cedar Park Economic Development (Type A) Corporation In An Amount Not To Exceed \$85,000.

Commentary

This is a retention and expansion project that was presented to the 4A Board for consideration at their March 21st meeting.

The project is for the headquarters and medical billing operations for Comprehensive Healthcare Management a newly formed partnership between Apex Billing & Medical Practice Management and Landmark Cancer Centers, which currently operates 12 cancer centers in Texas, Oklahoma and Arkansas.

The project will create 50 full time jobs with an annual payroll of \$2.4 Million.

The company will enter into a five year lease of 6,000 sf office space on Cottonwood Creek.

The total incentive for the project is \$85,000 which equates to a per job incentive of \$1,149.

The project has a rate of return of 11.3% and payback period of 8.7 years.

Performance Measures:

- #1 5 year lease of 6,000 sf of office space no later than June 30, 2016
- #2 25 employees with an annual payroll of \$1.2 Million no later than October 1, 2016
- #3 50 employees with an annual payroll of \$2.4 Million no later than October 30, 2017

Incentive Payments:

- #1 \$15,000 no earlier than June 30, 2016
- #2 \$35,000 no earlier than November 1, 2016
- #3 \$35,000 no earlier than November 2017

As CHM adds additional medical groups their employment will increase correspondingly they potentially could employ over 100 people within the next 18-24 months.

If approved the expenditure will facilitate additional job creation and capital investment and generate new sales tax and property tax revenues within the Corporate Limits of the City of Cedar Park.

Initiating Dept: Economic Development

Fiscal Impact
Fund:

Budget
Amount:

Finance Director Review

Legal Certification

Approved as to form and content:

Yes No **City Attorney**

Associated Information: Type A Corporation Economic Development Incentive Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING THE EXECUTION OF A PERFORMANCE BASESD ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CEDAR PARK ECONOMIC DEVELOPMENT (TYPE A) CORPORATION AND COMPREHENSIVE HEALTHCARE MANAGEMENT, FOR THE EXPENDITURE OF ECONOMIC DEVELOPMENT FUNDS FOR A PERFORMANCE BASED INCENTIVE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$85,000; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park, in cooperation with the Cedar Park Economic Development (Type A) Corporation Board of Directors desires to participate with Comprehensive Healthcare Management, in providing for funding of Economic Development Incentives; and

WHEREAS, on March 21, 2016 The Economic Development (Type A) Corporation Board of Directors approved and authorized the expenditure of Corporations funds through a performance based economic development agreement with Comprehensive Healthcare Management, in an amount not to exceed \$85,000 as provided within the Corporation's Economic Development Budget; and

WHEREAS, and the Corporation Board of Directors authorized the President of the Corporation to execute an agreement with Comprehensive Healthcare Management, and recommends the Agreement to the City Council for concurrence so that funds may be expended for the investment for creating new jobs as set forth in the terms and conditions of the Agreement; and

WHEREAS, the City Council finds that such expenditure for economic development will benefit the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The Cedar Park City Council hereby authorizes and directs the Mayor to execute an Economic Development Incentive Agreement between the Economic Development (Type A) Corporation and Comprehensive Healthcare Management, for Economic Development Incentives in an amount not to exceed \$85,000, subject to final review by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

CEDAR PARK ECONOMIC DEVELOPMENT CORPORATION
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS CEDAR PARK ECONOMIC DEVELOPMENT CORPORATION ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT is hereby entered into by the CEDAR PARK ECONOMIC DEVELOPMENT (“TYPE A”) CORPORATION (hereinafter defined as “EDC”) and COMPREHENSIVE HEALTHCARE MANAGEMENT LLC. (hereinafter defined as “CHM”).

I.
RECITALS

WHEREAS, the Cedar Park Economic Development Corporation (hereinafter defined as “EDC”) is a non-profit corporation organized under the Texas Development Corporation Act of 1979, now codified at Chapters 501 – 505 of the Texas Local Government Code, as amended (hereinafter the “Act”), and supported by sales tax collected within the City of Cedar Park and dedicated to economic development, authorized as a local option under Chapter 505 of the Act, with a primary purpose of promoting economic development within the City of Cedar Park and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Cedar Park; and

WHEREAS, this Cedar Park Economic Development Corporation Economic Development Performance Agreement (hereinafter defined as the “Agreement”) is authorized by and pursuant to governing federal, state, and local law; and

WHEREAS, CHM seeks to develop and operate its headquarters and manufacturing facility, create primary full-time jobs, and provide other substantial economic benefits within the City of Cedar Park (hereinafter defined as the “Project”) as set forth herein; and

WHEREAS, the EDC recognizes and acknowledges the substantial economic benefits the Project will provide to the City of Cedar Park and thus seeks to provide incentives to CHM for its performance of the Project as set forth herein.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants, warranties, and agreements of the parties as set forth herein, it is hereby agreed as follows:

II.
DEFINITIONS

As used in this Agreement, the following words or phrases shall have the following meanings:

A. “Act of Default” shall mean failure to Perform, or to timely, fully, and completely satisfy each and every term, requirement, obligation, criteria, duty, condition, and warranty under this Agreement, except that failure by a non-defaulting party to provide notice of default to a defaulting party pursuant to Article VI, below, shall not be deemed an Act of Default, nor shall such failure constitute a waiver of that or any future Act of Default.

B. “Agreement” shall mean this Cedar Park Economic Development Corporation Economic Development Performance Agreement, including any and all exhibits, schedules, amendments, and supplements thereto.

C. “Breach” shall mean failure to cure any Default of this Agreement and to provide the non-defaulting party with written notice of such cure following (a) receipt of written notice of failure to timely, fully and completely Perform any one or more of the performance requirements, obligations, duties, terms, conditions, or warranties arising under or affecting this Agreement, and (b) expiration of the 30-day Cure Period, pursuant to Articles VI, VII, and VIII of this Agreement.

D. “Cedar Park Facility” shall mean the portion of the Office Buildings and appurtenances thereto leased by CHM with respect to the Project at 1130 Cottonwood Creek Trail, with EDC’s express written consent, elsewhere within the city limits of Cedar Park, Texas.

E. “Certificate of Occupancy” shall mean that final document issued by the City of Cedar Park, Texas, entitled “Certificate of Occupancy” indicating that all applicable codes, regulations, and ordinances enforced by the City of Cedar Park have been unconditionally, fully and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, issued by mistake or issued based upon a misrepresentation of facts, nor any temporary or conditional document authorizing temporary or conditional occupancy.

F. “City of Cedar Park” or “City” shall mean the home-rule municipal corporation of the State of Texas whose address is 450 Cypress Creek Road Building 1, Cedar Park, Texas 78613, and the area that is within the territorial limits thereof, within Williamson and Travis Counties, Texas.

G. “CHM” or “Comprehensive Healthcare Management LLC” shall mean **Comprehensive Healthcare Management LLC**, a Texas corporation, with its principal office at 1130 Cottonwood Creek Trail, Cedar Park, Texas 78613, including all affiliates, subsidiaries, principals, and related entities.

H. “Cure Period” shall mean the thirty (30) days after receipt of a notice to a defaulting party of the defaulting party’s failure to timely, fully and completely comply with any one or more performance requirement, obligation, duty, term, condition, or warranty as stated in this Agreement within which time the defaulting party shall be permitted to cure the failure and provide the non-defaulting party with written notice of such cure. A party who cures the failure and provides the non-defaulting party with written notice of such cure during the Cure Period shall not be deemed to be in Default of this Agreement.

I. “Default” shall mean the failure to timely, fully and completely perform any one or more performance requirement, obligation, duty, term, condition, or warranty arising under or affecting this Agreement following the defaulting party’s receipt of written notice of failure to perform pursuant to Articles VI, VII, and VIII of this Agreement.

J. “Economic Development Corporation” or “EDC” shall mean the City of Cedar Park’s Community Development Corporation, a non-profit corporation organized under the Texas Development Corporation Act of 1979, now codified at Chapters 501 – 505 of the Texas Local Government Code, as amended (hereinafter the “Act”), and supported by sales tax collected within the City of Cedar Park and dedicated to economic development, authorized as a local option under Chapter 505 of the Act, with a primary purpose of promoting economic development within the City of Cedar Park and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Cedar Park, and whose address is 450 Cypress Creek Road, Cedar Park, Texas 78613.

K. “Economic Development Grant” shall mean the agreed total payment to be made by **EDC** to **CHM** pursuant to this Agreement, the amount of which shall not exceed Eighty Five Thousand Dollars (\$85,000).

L. “EDC Payments” shall mean the payments from **EDC** to **CHM** to be paid in accordance with the schedule set forth in Article III, Section B of this Agreement and following **CHM** full and timely compliance with all applicable terms and conditions of this Agreement as all or a portion of the Economic Development Grant, the total of which shall not exceed Eighty-Five Thousand Dollars (\$85,000).

M. “Effective Date” shall mean the date this Agreement is executed by all parties hereto.

N. “Full-Time Employee or Full-Time Equivalent Employee” or “FTE” shall mean an employee whose job requires a minimum of 1,820 hours of work over a 12 month term [40 hours of work per week], including allowance for vacation and sick leave, and primarily and substantially employed on-site within the City of Cedar Park, Texas. Use of a staffing agency is permitted provided all of the conditions herein are met. For purposes of this Agreement, an employee is primarily and substantially employed on-site within the City of Cedar Park, Texas if less than 50% of such employee’s annual working hours are spent outside the City of Cedar Park.

O. “Force Majeure Event” shall mean severe weather such as tornadoes or flooding, wars, riots, fires, earthquakes, other acts of God or nature, civil disorder, governmental actions, strike, acts of terrorism, the unavailability of necessary and essential equipment or supplies from all sources, economic downturn generally affecting the City of Cedar Park/Williamson County, or any or other similar cause beyond the reasonable control of **CHM** that delays or prevents **CHM**, directly or indirectly, from performing its obligations in accordance with this Agreement.

P. “Perform” or “Performance” shall mean the full and timely completion and satisfaction of the Project, including each discreet performance requirement, and each and every term, requirement, obligation, criteria, duty, condition, and warranty under this Agreement in full compliance with the terms and conditions hereof. “Performance” shall not include substantial performance or compliance, partial performance or compliance, or any measure less than full and timely completion and satisfaction. The parties to this Agreement hereby agree that each and every term, requirement, obligation, criteria, duty, condition, and warranty hereunder is significant hereto and an integral part hereof so that default with respect to any one (1) or more shall constitute a material breach of this Agreement.

Q. “Project” shall mean **CHM’S** development and operation of its headquarters and billing facility, creation of primary full-time jobs, and contribution of other substantial economic benefits within the City of Cedar Park, including performance of each discreet performance requirement, and each and every term, requirement, obligation, criteria, duty, condition, and warranty under this Agreement, including but not limited to: (1) execution of a written lease for and occupation of not less than 6,500 square feet of space and for a term of sixty (60) or more consecutive months from no later than June 30, 2016, and throughout the Term of this Agreement, and obtaining from the City of Cedar Park a Certificate of Occupancy for the Cedar Park Facility by July 31, 2016; (2) employment of no less than twenty-five (25) FTEs in Cedar Park with a combined total annual payroll of not less than \$1,200,000 by no later than October 1, 2016, and to be continuously maintained throughout the Term of this Agreement; (3) employment of no less than fifty (50) FTEs in Cedar Park with a combined total annual payroll of not less than \$2,400,000 by no later than October 30, 2017, and to be continuously maintained throughout the Term of this Agreement.

R. “Term” shall mean the period beginning with the Effective Date of this Agreement and ending

June 30, 2021, or upon termination of this Agreement as stated herein.

III.
ECONOMIC BENEFITS, INCENTIVES AND PERFORMANCE REQUIREMENTS

A. Performance Requirements, Proof of Performance Deadlines, and Payment of EDC Payments. CHM understands and agrees that it must: (1) timely and fully Perform each installment of the Project; (2) timely, fully, and completely Perform each performance requirement, obligation, duty, term, condition, or warranty arising under or affecting this Agreement; and (3) timely provide to EDC the requisite proof of performance for each and every performance requirement, obligation, duty, term, condition, and warranty as stated herein. CHM failure to do so shall be an Act of Default triggering the provisions of Articles VI, VII, and VIII of this Agreement. EDC shall tender to CHM the scheduled installment amount as set forth herein. No EDC Payment shall be due or payable in the event of Default or Breach by CHM.

B. Economic Development Grant. As consideration for CHM’s Performance of each installment of the Project as set forth herein, along with timely, full and complete satisfaction of each and every performance requirement, obligation, duty, term, condition, and warranty arising under or affecting this Agreement, EDC shall convey by Economic Development Grant funds (EDC Payments) to CHM the corresponding amount shown herein, the payment of which shall be made only upon fulfillment by CHM of the stated performance requirements and proof of performance deadlines as set forth herein, and in no event shall EDC be required to convey any EDC Payments or Economic Development Grant funds prior to any designated time of performance or payment as set forth herein.

SCHEDULE A			
	CHM Performance Requirements	CHM Proof of Performance; Performance Deadlines	EDC Payments
(1)	CHM shall execute a written lease for the Cedar Park Facility to include not less than 6,500 square feet of space and for a term of sixty (60) or more consecutive months to commence no later than June 30, 2016, and obtain a Certificate of Occupancy for and occupy the Cedar Park Facility by no later than July 31, 2016 and throughout the Term of this Agreement.	Proof of written lease, proof of issued Certificate of Occupancy for the Cedar Park Facility; to be provided no later than July 31, 2016.	\$15,000; payable as a single lump sum, but no earlier than June 30, 2016.
(2)	CHM shall employ not less than twenty-five (25) FTEs in Cedar Park with a combined total annual payroll of not less than \$1,200,000 million by no later than October 1, 2016, and to be continuously maintained throughout the Term of this Agreement.	Proof of employment of twenty-five (25) FTEs in Cedar Park and a combined total annual payroll of not less than \$1,200,000; to be provided by November 1, 2016.	\$35,000; payable as a single lump sum, but no earlier than November 1, 2016.
(3)	CHM shall employ not less than fifty (50) FTEs in Cedar Park with a combined total annual payroll of not less than \$2,400,000 million by no later than October 1, 2017, and to be continuously maintained throughout the Term of this Agreement.	Proof of employment of not less than fifty (50) FTEs in Cedar Park and a combined total annual payroll of not less than \$2,400,000; to be provided by November 1, 2017.	\$35,000; payable as a single lump sum, but no earlier than November 1, 2017.
Total Value of Proposed CHM Incentive: \$85,000			

C. Failure to Perform, or timely, fully, and completely satisfy each and every term, requirement, obligation, criteria, duty, condition, and warranty under this Agreement shall be an Act of Default

triggering the provisions of Articles VI, VII, and VIII of this Agreement.

IV.
CHM'S COVENANTS,
WARRANTIES, OBLIGATIONS AND DUTIES

A. **CHM** makes the following representations, covenants, and warranties to **EDC** and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement following notice and an opportunity to cure same as provided in Article VI below shall be a Breach by **CHM**. Following a Breach by **CHM**, **EDC** shall be entitled to immediately terminate this Agreement, cease further EDC Payments to **CHM** under this Agreement, and to recover from **CHM** all of the EDC Payments or consideration previously paid to **CHM** by **EDC** under the terms of this Agreement.

B. **CHM** represents and warrants that as of the Effective Date of this Agreement:

1. **CHM** is authorized to do business and is in good standing in the State of Texas, and shall remain in good standing in the State of Texas during the term of this Agreement;

2. the execution of this Agreement has been duly authorized by **CHM** Board of Directors and the corporate officer signing this Agreement is an officer of **CHM**, empowered to execute such agreement and bind the corporation, said authorization, signing and binding effect is not in contravention of any law, rule or regulation, or of the provisions of **CHM** Articles of Incorporation or by-laws, or of any agreement or instrument to which **CHM** is a party or by which it may be bound, such authority to be evidenced by a corporate resolution, attached hereto at the time of execution;

3. no litigation or governmental proceeding is pending or, to the knowledge of **CHM** or **CHM** officers, threatened against or affecting **CHM** that may result in any material adverse change. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby, other than from the City;

4. no certificate or statement delivered or to be delivered by **CHM** to **EDC** in connection herewith, or in connection with any transaction contemplated hereby, shall contain any untrue statement or fail to state any fact necessary to keep the statements contained therein from being substantially and intentionally misleading;

5. there are no bankruptcy proceedings or other proceedings currently pending or contemplated by **CHM**, and **CHM** has not been informed of any potential involuntary bankruptcy proceedings; and

6. to the best of its knowledge, **CHM** has acquired and maintained or will acquire and maintain prior to carrying on its business in Cedar Park, Texas, all necessary rights, licenses, permits and authority to carry on its business in Cedar Park, Texas, and will continue to use its best efforts to acquire and maintain all necessary rights, licenses, permits and authority.

C. **CHM** represents and warrants to **EDC** that throughout the Term of this Agreement, **CHM** shall:

1. maintain its authority to do business in the State of Texas and its good standing in the State of Texas;

2. within thirty (30) days following initiation thereof, notify **EDC** of any litigation or governmental proceedings commenced against **CHM** that may result in any material adverse change and participate in same to final resolution;
3. within thirty (30) days following the commencement of any bankruptcy proceeding, either voluntarily initiated by **CHM** or involuntarily imposed upon **CHM** by its creditors, notify the **EDC** of the commencement of such proceeding and allow **EDC** the opportunity to participate in such bankruptcy proceeding to the extent allowed by law;
4. in the event that a receiver of **CHM** or all or any substantial part of its property has been appointed, cause such appointment and/or receiver to be discharged within sixty (60) days of such appointment;
5. utilize the EDC Payments received by it solely for the operation of its business in Cedar Park, Texas, together with the purchase and installation of necessary personal property and equipment as contemplated in this Agreement;
6. continue its full-time business activities on its property in Cedar Park, Texas, including fully maintaining its employment and salary requirements as set forth in herein at all times throughout the term of this Agreement;
7. timely pay all ad valorem taxes due and owing by it to all taxing authorities having jurisdiction. In addition, **CHM** shall timely pay all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities. All such taxes shall be paid before they become past due unless they are being lawfully contested;
8. satisfy each installment of the Project in the time and manner required by this Agreement and fully maintain the same as required herein during the term of this Agreement;
9. conduct its business in Cedar Park Texas in accordance with all federal, state, and local laws and regulations; and
10. at the time **CHM** makes a EDC Payment request or requests any changes, amendments or addendums to or extensions of this Agreement, cause a duly authorized representative of **CHM** to submit an affidavit on behalf of **CHM** stating that all of the applicable covenants, warranties, obligations, terms and conditions of this Agreement have been and are now in full and complete compliance by **CHM**, or if not complied with, will describe in sufficient detail, any failures or omissions.

D. **CHM** further represents and warrants to **EDC** that as of the Effective Date of this Agreement and throughout the Term of this Agreement, **CHM**, or a branch, division, or department of **CHM**, does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Pursuant to Section 2264.052 of the Texas Government Code, as amended, if **CHM**, or a branch, division, or department of **CHM**, is convicted for a violation of 8 U.S.C. § 1324a(f) occurring during the Term of this Agreement, **CHM** shall repay to **EDC** the total amount of EDC Payments and Economic Development Grant paid to **CHM** under this Agreement, plus interest at the rate of five percent (5%) per annum, not later than the 120th day after the date **EDC** notifies **CHM** of the violation.

E. Failure to Perform, or timely, fully, and completely satisfy each and every term, requirement,

obligation, criteria, duty, condition, and warranty under this Agreement shall be an Act of Default triggering the provisions of Articles VI, VII, and VIII of this Agreement.

V.
REPORTING AND MONITORING

A. During the term of this Agreement, **CHM** shall provide to **EDC**, no later than June 1st of each year, beginning on June 1st, 2017, and continuously throughout the Term of this Agreement, an annual report covering the prior 12-month calendar year and certifying the status of complete and timely compliance with this Agreement. The annual report shall specifically include, but shall not be limited to, employment at the Cedar Park Facility, total payroll at the Cedar Park Facility., and total taxed sales required under this Agreement.

B. **CHM** shall provide to **EDC** adequate documentation to support the information required of **CHM** by Article III, Sections B(2) and (B)(3) of this Agreement, which shall be in the form of (a) submitted TWC Quarterly Employment Reports, or (b) copies of reports from **CHM**'s payroll services provider reflecting the number of FTEs employed, the hours worked, and the positions filled at the Cedar Park Facility, along with a certified statement of compliance from **CHM** and such other reports as may reasonably be required by **EDC** to verify **CHM**'s satisfaction of its performance requirements under this Agreement.

C. Upon **EDC**'s request and no less than five (5) business days' notice, **CHM**, during normal business hours shall allow **EDC** reasonable access as allowed by law to its employment records and books to verify employment and all other relevant records related to each of the other economic development considerations and incentives arising under or affecting this Agreement, and the confidentiality of such records and information shall be maintained by **EDC** unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General. **EDC** shall be reasonable in the manner and frequency of its requests for visits to and inspections of the Cedar Park Facility and shall use its best efforts to prevent such visits and inspections from interfering with **CHM** business operations.

D. Failure to Perform, or timely, fully, and completely satisfy each and every term, requirement, obligation, criteria, duty, condition, and warranty under this Agreement shall be an Act of Default triggering the provisions of Articles VI, VII, and VIII of this Agreement.

VI.
NOTICE OF DEFAULT

A. **Notice of Default, Opportunity to Cure.** Upon any Act of Default, the non-defaulting party shall provide the defaulting party written notice of the defaulting party's failure to Perform, or to timely, fully, and completely satisfy each and every term, requirement, obligation, criteria, duty, condition, and warranty under this Agreement. The notice shall describe the failure with reasonable specificity and provide the defaulting party a 30-day Cure Period, subject to the following:

1. In the event of unforeseeable third party delays affecting the issuance of certificates of occupancy for the Cedar Park Facility, including but not limited to, delays caused by the City's acts, omissions, delays in issuance of necessary permits, licenses, and approvals, or late addition of or changes to governmental requirements or regulations affecting the Cedar Park Facility, or a Force Majeure Event and upon a reasonable showing by **CHM** that it has within a commercially reasonable time and in good faith commenced and is diligently and continuously pursuing the correction, removal or abatement of such delays by using its best efforts, **EDC** may consent to

and excuse any such delays.

2. Upon the occurrence of a Force Majeure Event, **CHM** will be excused from further performance or observance of its obligations under this Agreement for as long as the Force Majeure Event continues and **CHM** continues to use its commercially reasonable efforts to perform whenever and to whatever extent is possible without Default or interruption provided that: (a) **CHM** must promptly notify (within ten (10) business days of **CHM** discovery of the event) **EDC** of the event if the event is one of which the general public is not aware; (b) **CHM** (and any other suppliers or contractors of **CHM** to whom the performance has been delegated) must be without material fault in causing the Default or interruption; and (c) the Default or interruption could not have been prevented by reasonable precautions by **CHM** and cannot reasonably be circumvented by **CHM** through the use of alternate sources, workaround plans or other means.

B. Any delay for any amount of time by the non-defaulting party in providing notice of Default to the defaulting party shall in no event be deemed or constitute an Act of Default or waiver by the non-defaulting party of such Default, any subsequent Default, or any of the non-defaulting party's rights and remedies available in law or in equity.

C. Any waiver granted by the non-defaulting party to the defaulting party of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Acts of Default by the defaulting party or of a subsequent Act of Default of the same act or event by the defaulting party.

VII.

CHM'S LIABILITY

A. Default by CHM. Upon **CHM's** receipt of the written notice of failure to Perform pursuant to Article VI of this Agreement, **CHM** shall be in Default of this Agreement. **CHM** understands and agrees that in the event of Default by **CHM**, all performance requirements, obligations, duties, terms, conditions, and warranties of this Agreement remain in full force and effect through the Term of this Agreement.

B. Breach by CHM. Upon **CHM** receipt of written notice of failure to Perform, expiration of the 30-day Cure Period, and **CHM's** failure to cure any alleged Default of this Agreement and provide **EDC** with written notice of such cure, **CHM** shall be in Breach of this Agreement. **CHM** understands and agrees that in the event of Breach by **CHM**, all performance requirements, obligations, duties, terms, conditions, and warranties of this Agreement remain in full force and effect through the Term of this Agreement.

C. CHM's Liability; Forfeiture & Recoupment. In the event of **CHM** Breach, **EDC** may terminate this Agreement, terminate any future payments hereunder, terminate all further obligations of **EDC** under this Agreement, and/or recover any and all **EDC** Payments previously paid to **CHM** under this Agreement. Upon receipt of written notice of termination and/or request for refund, **CHM** shall refund to **EDC**, within forty-five (45) days of receipt of such notice and/or request, all **EDC** Payments and consideration previously paid to **CHM** by **EDC** under this Agreement, together with interest on all money paid to **CHM** at the prevailing post-judgment rate of interest designated by the Texas Office of the Consumer Credit Commissioner from the date of demand until fully repaid, and attorney fees and costs of court reasonably and necessarily incurred to collect such monies, and **EDC** shall be relieved of any further obligations under this Agreement.

VIII.
EDC'S LIABILITY

A. Default by EDC. Upon **EDC's** receipt of the written notice of failure to Perform pursuant to Article VI of this Agreement, **EDC** shall be in Default of this Agreement.

B. Breach by EDC; Limitation of EDC's Liability. Upon **EDC's** receipt of written notice of failure to Perform, expiration of the 30-day Cure Period, and **EDC's** failure to cure any alleged Default of this Agreement and provide **CHM** with written notice of such cure, **EDC** shall be in Breach of this Agreement. In the event of **EDC's** Breach, **CHM** may, as its sole and exclusive remedy, seek recovery of the contracted amount of EDC Payments earned and payable under this Agreement, subject to the limitation by the following terms and conditions:

1. CHM SPECIFICALLY AGREES THAT EDC SHALL ONLY BE LIABLE TO CHM, CHM'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR THE ACTUAL AMOUNT OF THE EDC PAYMENTS CONVEYED OR TO BE CONVEYED TO CHM, AND EDC SHALL NOT BE LIABLE TO CHM FOR ANY OTHER ACTUAL OR CONSEQUENTIAL DAMAGES, INTEREST OR FOR ANY OTHER LEGAL OR EQUITABLE REMEDIES INCLUDING INJUNCTION FOR ANY ACT OF DEFAULT BY EDC UNDER THE TERMS OF THIS AGREEMENT.

2. IT IS FURTHER SPECIFICALLY AGREED BY CHM THAT EDC SHALL ONLY BE REQUIRED TO PAY THE EDC PAYMENTS SOLELY OUT OF ITS SALES TAX REVENUE CURRENTLY COLLECTED, ALLOCATED AND BUDGETED AND TO BE ALLOCATED, BUDGETED AND COLLECTED FOR CHM DURING THE TERM OF THIS AGREEMENT. PAYMENT BY EDC IS STRICTLY LIMITED TO THOSE FUNDS SO ALLOCATED, BUDGETED AND COLLECTED SOLELY DURING THE TERM OF THIS AGREEMENT.

3. EDC SHALL USE ITS BEST EFFORTS TO ANTICIPATE ECONOMIC CONDITIONS AND TO BUDGET ACCORDINGLY. HOWEVER, IT IS FURTHER UNDERSTOOD AND AGREED BY CHM THAT, SHOULD THE ACTUAL TOTAL SALES TAX REVENUE COLLECTED BY EDC FOR ANY YEAR BE LESS THAN THE TOTAL AMOUNT OF EDC PAYMENTS TO BE PAID TO ALL CONTRACTING PARTIES WITH EDC FOR THAT YEAR, THEN, IN THAT EVENT, ALL CONTRACTING PARTIES SHALL RECEIVE ONLY THEIR PRO RATA SHARE OF THE AVAILABLE SALES TAX REVENUE FOR THAT YEAR, LESS EDC'S CUSTOMARY AND USUAL COSTS AND EXPENSES, AS COMPARED TO EACH CONTRACTING PARTIES' EDC PAYMENT AMOUNT FOR THAT YEAR. EDC SHALL NOT BE LIABLE TO CHM FOR ANY SUCH DEFICIENCY AT THAT TIME OR AT ANY TIME IN THE FUTURE. IN THIS EVENT, EDC SHALL PROVIDE ALL SUPPORTING DOCUMENTATION AS REASONABLY REQUESTED BY CHM.

IX.
VALIDITY

The validity of this Agreement shall be contingent upon the absence of a valid petition filed in accordance with Texas Local Government Code Section 505.160, as amended, or if a valid petition is filed, upon the approval of the project after a duly called election in accordance with Texas Local Government Code Section 505.160, as amended. Otherwise, this Agreement is void.

X.
GENERAL TERMS

A. Merger & Severability. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary, agreements between the parties relating to matters in this Agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties. All representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pertaining to the transaction contemplated hereby, shall survive the original execution date of this Agreement.

B. Legal Relationships. No term or provision of this Agreement or act of **CHM** in the performance of this Agreement shall be construed as making **CHM**, or its employees, the agent, servant, employee or contractor of **EDC** or shall create a partnership or joint enterprise with **EDC**.

C. Effect of Termination; Survivability. Upon termination of this Agreement by the parties hereto, or by **EDC**, all rights, duties, obligations, and liabilities of **EDC** and **CHM** under this Agreement shall be terminated, extinguished, waived, and released; except that all rights, duties, liabilities, and obligations accruing prior to such termination shall survive such termination.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

E. Forum Selection. This Agreement and the relationship between **EDC** and **CHM** shall be governed and interpreted under the laws of the State of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between **EDC** and **CHM** shall be the appropriate court in Williamson County, Texas. **CHM** consents to, and waives any objections to, in personam jurisdiction in Williamson County, Texas.

F. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Governing Law. This Agreement is subject to all legal requirements in the City Charter and Code of Ordinances of the City of Cedar Park and all other applicable County, State and Federal laws, and **CHM** agrees that it will promptly Perform, or timely, fully, and completely satisfy each and every term, requirement, obligation, criteria, duty, condition, and warranty under this Agreement, and comply with all such federal, state, and local laws, regulations, statutes, orders, and rules governing this Agreement and the rights, requirements, duties, obligations, terms, conditions, and warranties arising hereunder. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

H. Assignment. This Agreement shall be binding upon the parties hereto and their successors and assigns. However, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that **CHM** is sold or merges into or transfers substantially all of its assets into another entity, **EDC** hereby consents to such sale, merger or transfer and consents to any assignment of **CHM** rights and obligations under this Agreement as a result of such sale, merger or transfer.

I. Representations. **CHM** represents that no **EDC** board member or employee, City of Cedar Park officer or employee, has been or will be compensated in any manner with respect to directly or

indirectly bringing the parties hereto together, agreement negotiations, or the entering into of this Agreement. In no event will **CHM** pay a fee to or in any other manner compensate any **EDC** board member or employee, or any City of Cedar Park officer or employee, in connection with the acceptance of this Agreement. A breach of this provision shall constitute a Breach of this provision and result in automatic and immediate termination of this Agreement.

J. Notices & Requests. All notices and requests from one party to the other, required under this Agreement, shall be delivered personally and E-mailed or sent by certified mail, postage prepaid, addressed to such party and E-mailed at the following addresses:

If to **CHM**, to:

Comprehensive Healthcare Management LLC.
Attn. Dawn Cowman, CEO
1130 Cottonwood Creek Trail
Cedar Park, Texas 78613

If to **EDC**, to:

Cedar Park Economic Development Corporation
Attn. Kevin Lancaster, President
450 Cypress Creek Boulevard Bldg. 1
Cedar Park, Texas 78613

with copies to:

Economic Development Department
City of Cedar Park
Attn. Phil Brewer
450 Cypress Creek Boulevard Bldg. 1
Cedar Park, Texas 78613
Phil.brewer@cedarparktexas.gov

City Attorney
City of Cedar Park
Attn. J.P. LeCompte
450 Cypress Creek Boulevard Bldg. 1
Cedar Park, Texas 78613
jp.lecompte@cedarparktexas.gov

All notices and requests shall be deemed given on the date so delivered and E-mailed or so deposited in the mail and E-mailed, unless otherwise provided herein. Either party hereto may change its address for notice by sending written notice of such change to the other in the manner provided herein.

K. Other Contracts. It is understood by **CHM** that **EDC** has heretofore entered, and may hereafter enter, into contracts with other companies or persons upon terms and conditions different from the terms and conditions of this Agreement, and **CHM** has no standing to object whatsoever to any such contracts or require any modifications or changes to its agreement due to such other agreements as such other agreements exist now or may be entered into in the future.

L. Confidentiality. EDC, its officers and employees, and its agents or contractors retained to perform economic development services for EDC, shall treat as confidential the financial statements, proprietary trade secrets, and personal information about the identity of employees of CHM and shall not release such information to the public, unless required by law or court order. EDC shall immediately notify CHM of requests or court orders to release such information. This Article IX, Section L shall not restrict EDC's ability to make public the number of FTEs created and maintained by CHM at the Cedar Park Facility or the average salary of said FTEs.

EXECUTED on the date shown beside the signature of each party.

COMPREHENSIVE HEALTHCARE MANAGEMENT, LLC

By: _____ Date: _____
Dawn Cowman, CEO
Comprehensive Healthcare Management, LLC
1130 Cottonwood Creek Trail
Cedar Park, Texas 78613

CEDAR PARK ECONOMIC DEVELOPMENT CORPORATION

By: _____ Date: _____
Kevin Lancaster, President
Cedar Park Economic Development (Type A) Corporation
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613

CITY OF CEDAR PARK, TEXAS

By: _____ Date: _____
Matt Powell, Mayor
City of Cedar Park
450 Cypress Creek Road Bldg. 1
Cedar Park, Texas 78613

ATTEST:

APPROVED AS TO FORM & CONTENT:

LeAnn M. Quinn, City Secretary

J.P. LeCompte, City Attorney

Backup material for agenda item:

- F.6 Consideration Of A Resolution Authorizing The Cedar Park Economic Development (Type A) Corporation To Provide The Funding For the Replacement And Installation Of Backlit City Logos On The Two Colonnades At The Cedar Park Center In An Amount Not To Exceed \$35,000.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: A Resolution Authorizing The Cedar Park Economic Development (Type A) Corporation To Provide The Funding For the Replacement And Installation Of Backlit City Logos On The Two Colonnades At The Cedar Park Center In An Amount Not To Exceed \$35,000.

Commentary

The purpose of this resolution is to authorize the Cedar Park Economic Development (Type A) Corporation to provide the funding to replace the existing City logos on the two colonnades in front of the Cedar Park Center with backlit (internally illuminated) City logos.

The current City logos are not illuminated and at night are difficult to see and do not stand out. Replacing the current City logos with logos that are backlit will make the City logos stand out on each of the colonnades and make them more visible from the tollway.

The project was presented to the Cedar Park Economic Development (Type A) Corporation Board on March 21, 2016.

If approved the expenditure will be a capital improvement and enhance to the Cedar Park Center.

Initiating Dept: Economic Development

Fiscal Impact
Fund:

Budget
Amount:

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING THE CEDAR PARK ECONOMIC DEVELOPMENT (TYPE A) CORPORATION TO FUND THE REPLACEMENT AND INSTALLATION OF TWO BACKLIT CITY LOGOS ON THE COLONNADES AT THE CEDAR PARK CENTER IN AN AMOUNT NOT TO EXCEED \$35,000; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, and the City of Cedar Park, in cooperation with the Cedar Park Economic Development (Type A) Corporation, desires to provide funding to replace the two existing unilluminated City logos with two backlit (internally illuminated) logos on the colonnades at the Cedar Park Center; and

WHEREAS, on March 21, 2016, The Economic Development (Type A) Corporation Board of Directors approved and authorized the expenditure of Corporations funds to replace the existing City logos with backlit City logos in an amount not to exceed \$35,000 as provided within the Corporation's Economic Development Budget; and

WHEREAS, and the Corporation Board of Directors authorized the Corporation to expend funds on this eligible use, and recommends the City Council concur so that funds may be expended for the capital improvements at the Cedar Park Center; and

WHEREAS, the City Council finds that such expenditure for economic development will benefit the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The Cedar Park City Council hereby authorizes the Cedar Park Economic Development (Type A) Corporation to fund the replacement and installation of two backlit City logos on the colonnades at the Cedar Park Center in an amount not to exceed \$35,000.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March 2016.

CITY OF CEDAR PARK, TEXAS

Matthew Powell, Mayor

ATTEST:

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

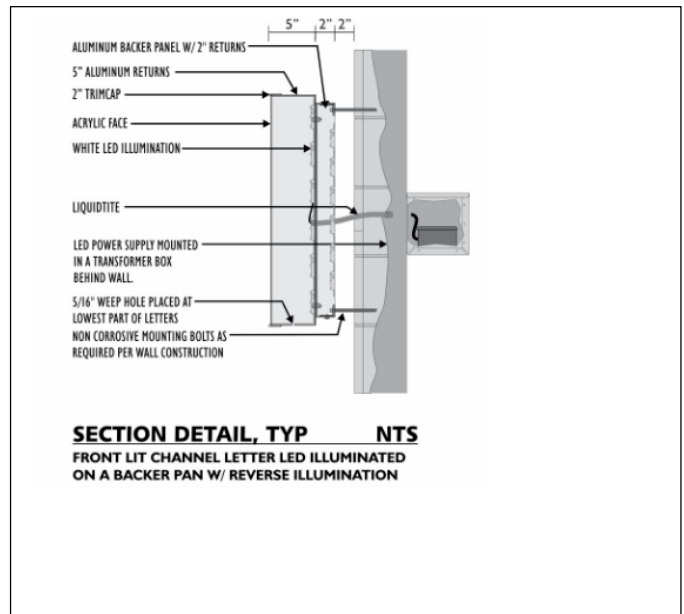
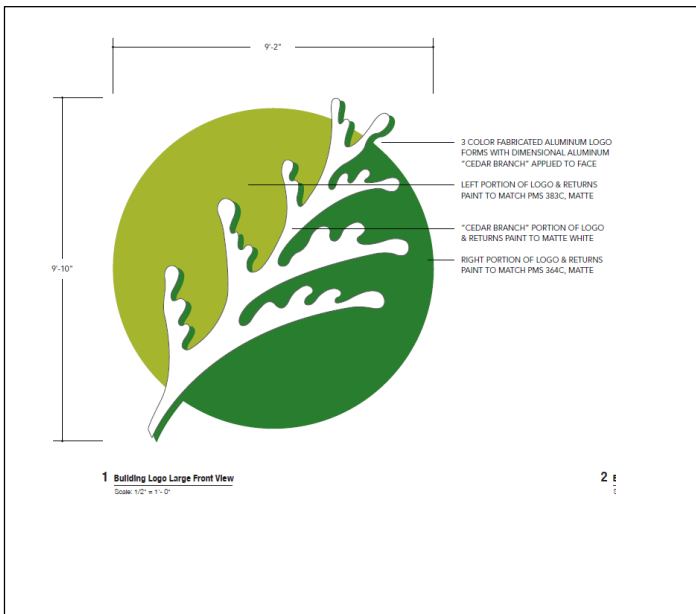
J.P. LeCompte, City Attorney

COLLONADE LOGO INFORMATION



Backlit Logo Sign Option 1 single sided internally illuminated (LED) flex face cabinets:

\$21,632.32 w/ lift rental; \$18,132.32 w/out lift rental (City to provide)



Backup material for agenda item:

- F.7 Consideration Of A Resolution Authorizing An Agreement With Weaver Technologies, LLC In An Amount Not To Exceed \$299,999 For The Purchase Of Computer Hardware And Associated Virtualization Software.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: Consideration Of A Resolution Authorizing An Agreement With Weaver Technologies, LLC In An Amount Not To Exceed \$299,999. For The Purchase Of Computer Hardware And Associated Virtual Software.

Commentary

This item is to authorize and direct the City Manager to negotiate and execute an agreement with Weaver Technologies, LLC to purchase hardware and software for the implementation of a Virtual Desktop Infrastructure. This agreement would be authorized and effected via the State of Texas Department of Information Resources Contract (DIR-SDD-1951).

A Virtual Desktop Infrastructure (VDI) is a desktop-oriented service that hosts user desktop environments on remote servers. Users access their desktops over a network using a remote display protocol. This solution provides a centralized, efficient client environment that is easier to maintain and adapts to the changing needs of the user and business.

This solution repurposes 300 currently owned desktops by converting the systems into a Virtual Desktop Infrastructure thin client, in turn, doubling their current useful life. This project is funded through the Vehicle and Equipment Services Fund and was included in Fiscal Year 2016 budget.

Initiating Dept: IS

Fiscal Impact
Fund:

Budget
Amount: \$299,999

Finance Director Review

Legal Certification

Approved as to form and content:

Yes No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS,
AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH WEAVER TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED \$299,999 FOR THE PURCHASE OF COMPUTER HARDWARE AND ASSOCIATED VIRTUALIZATION SOFTWARE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, City Staff recommends an agreement with Weaver Technologies LLC to provide hardware and data center virtualization software to implement a Virtual Desktop Infrastructure; and

WHEREAS, the agreement would be authorized and effected via the State of Texas Department of Information Resources Contract (DIR-SDD-1951); and

WHEREAS, a Virtual Desktop Infrastructure (VDI) is a desktop-oriented service that hosts user desktop environments on remote servers. Users access the desktops over a network using a remote display protocol.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to negotiate and execute and agreement with Weaver Technologies LLC in an amount not to exceed \$299,999 pursuant to State of Texas Department of Information Resources Contract (DIR-SDD-1951), and subject to final review by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

Matthew Powell, Mayor

ATTEST:

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

Professional Services Agreement

For



March 8, 2016

Developed By

Weaver Technologies, LLC

P.O. Box 2779

Fredericksburg, Texas 78624



© 2016 Weaver Technologies, LLC. All Rights Reserved.

The information contained herein is considered Weaver Technologies, LLC confidential and proprietary information and is solely for the Client identified above; accordingly, this Agreement is provided to Client in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Weaver Technologies, LLC. Weaver Technologies, LLC makes no warranties, express or implied, in this Agreement.

Statement of Work For City of Cedar Park

This services agreement (this “Agreement”) is dated and effective March 8, 2016 (“Effective Date”) by and between Weaver Technologies, LLC and City of Cedar Park (“CUSTOMER” or “Client”) whereby Weaver Technologies, LLC agrees to provide particular consulting services (“Services”) to the client as further described below, subject to the Terms and Conditions attached hereto, which are made a part of this Agreement and incorporated herein by this reference.

Confidentiality: All information supplied to City of Cedar Park for the purpose of this SOW is to be considered Weaver Technologies, LLC confidential.

Scope and Approach

Weaver Technologies will provide professional resources to perform Installation and Configuration of VMWare Horizon View VDI with Unidesk for 300 clients.

Objectives

Hardware Implementation

Installation and Configuration

- VDI Host Preparation and Design
 - Architect and Design network VLANs to support introduction of virtual desktop infrastructure networking dependencies.
 - Architect and Design DHCP scopes to support distribution of IP addresses for additional virtual devices on network segments.
 - Architect and Design Active Directory OU structure for VDI Management Servers and VDI virtual machines
 - Architect and Design Active Directory Group Policy inclusions an exclusion to support VDI design for management servers and virtual machines clients
 - Architect and Design Microsoft KMS license server solution to be distributed for all operating systems and Microsoft applications that require KMS or MAK key activation
- Hardware Installation
 - Installation and Configuration of 5 (five) Dell R730 PowerEdge Servers in server enclosure with adequate power and network access.
 - Installation and Configuration of optimum RAID for 5 (five) Dell R730 PowerEdge Servers to optimize VDI performance
 - Installation and Configuration of 5 (five) Dell R730 PowerEdge Servers with VMWare vSphere 6

- Installation and Configuration of networking teaming and assigning of multiple network VLANs to support VMWare vSphere Management and segregated VDI networking.
- Installation and Configuration of VMWare vSphere vCenter for management of 5 (five) Dell R730 PowerEdge Servers
- Installation and Configuration of dedicated 10GB ISCSI network switches, optimize for Dell Compellent SC4020 Array
- Installation and Configuration of 2 (two) Dell Compellent SC4020 Storage Arrays, present and create storage pools for shared storage
- Installation and Configuration of Dell Compellent SC4020 shared storage to 5 (five) Dell R730 PowerEdge Server for clustering
- Installation and Configuration of Dell Compellent Remote Instant Replay between primary and secondary site datacenters.
- Installation and Configuration of Dell Compellent Live Volume between primary and secondary site datacenters.
- Installing and Configuration of VMWare vSphere clustering on 5 (five) Dell R730 PowerEdge Servers to enable high availability

VMWare Horizon View Installation and Configuration

Installation and Configuration

- Installation of VMWare Horizon View 6 or later
 - Installation and Configuration of dedicated Microsoft SQL 2008 R2 or later on highly available virtual machine
 - Installation and Configuration of Microsoft SQL 2008 R2 or later Management Studio
 - Installation and Configuration of Windows 2012 R2 on 7(seven) highly available virtual machines
 - Installation and Configuration of 4 (four) highly available virtual machines with VMWare Horizon View 6 Connection Servers with prerequisites required for installation
 - Installation and Configuration of 4 (four) highly available virtual machines with VMWare Horizon View 6 Security Server in dedicated DMZ
 - Installation and Configuration of 4 (four) highly available virtual machines with VMWare Horizon 6 Composer Servers with prerequisites required for installation
 - Installation and Configuration of 2 (two) highly available virtual machine for VMWare Horizon View 6 Event Database
 - Installation and Configuration of Dell Compellent SC4020 storage presentation to VMWare cluster as VMWare datastore for 5 (five) Dell R730 PowerEdge Servers running VMWare ESXi Hosts
 - Installation and Configuration of storage load balanced for placement of template and virtual machines
 - Installation and Configuration of VMWare Horizon View Rapid Provisioning with appropriate cache demand on 5 (five) Dell R730 PowerEdge Servers

- Installation and Configuration of VIP for VMWare Horizon View Connection and VMWare Horizon Security redundant brokers, test load balancing capability.
- Installation and Configuration of 2(two) Kemp LoadMaster load balancers to support high resiliency between primary and secondary datacenters. (optional)
- Installation and Configuration of VMWare Horizon View Desktop Pools to support number or groups that will receive VDI environment designated by physical building location, room number and method of connection entry access point.
- Installation and Configuration of Managed Desktop Delivery Group to support number of groups that will receive VDI environment designated by physical building location, room number and method of connection entry access point.
- Installation and Configuration of Windows Base image
 - Installation and Configuration of up to 5 (five) Windows Base image 7/8.1/10 with base application set determined prior to the installation. Base application list will be determined prior to base image build out and signed off for acceptance prior to build
 - Installation, Configuration and Optimization of Windows Base Image performance for VDI with native VMWare Horizon View optimization toolkit and recommended best practice settings
 - Installation and Configuration of VMWare Horizon View PCOIP Component for redirection of Flash, USB and multi-media support.
 - Performance tuning for VMWare Horizon View PCOIP Flash Redirection and multi-media support
 - Installation and Configuration of VMWare Horizon View Rapid Provisioning feature specific to Operating System process architecture
 - Installation and Configuration of anti-virus policies and exclusions for VDI environment per recommended best practice methodology.
 - Installation and Configuration of printer scripts, OU published printers or any specific delivery method intended to assign printers per classroom/lab for the VDI environment
 - Installation and Configuration of Windows Server 2012 R2 highly available virtual machine
 - Installation and Configuration of Microsoft KMS license server for the distribution and allocation of Microsoft operating systems and applications.
- Installation and Configuration of VMWare Horizon View 6 or later Client in kiosk mode for repurposed PCs
 - Inventory device settings which include serial number, MAC Address and device information into project database for reconfiguration and distribution of VMWare Horizon View 6 Client Kiosk Mode
 - Architect and design VMWare Horizon View 6 or later Client Kiosk Mode naming convention to reflect placement of thin client per physical building location and room number within the organization

- Installation and Configuration of base “thin” image that supports VMWare Horizon 6 Client in Kiosk Mode
 - Installation and Configuration of base “thin” image for 10 repurposed PCs
- Installation and Configuration of Wyse WTOS Thin Clients
 - Installation and Configuration of FTP Repository that will host WTOS configuration settings and firmware for each model thin client
 - Installation and Configuration of DHCP Scope Options per VLAN for Wyse Thin Client configuration settings
 - Installation and Configuration settings for WNOS.ini settings that will give customer look and feel that they expect and pointing thin clients to VMWare Horizon View connection broker
 - Installation and Configuration of secondary FTP Repository that will host WTOS configuration settings and firmware for each model thin client.
 - Installation and Configuration of DHCP Scope Options per VLAN for Wyse Thin Client configuration settings for Disaster Recovery purposes
 - Installation and Configuration of Wyse Device Manager/Terradici Device Manager
- VDI Desktop Provisioning/ Desktop Pool user assignment
 - Installation and Configuration of user assignment to VDI desktop group via Active Directory user credentials, thin client hostname assignment and or connection entry access point.
 - Test VMWare Horizon View Connection/Security Server load balancing fail-over feature and user assignment per Active Directory user credentials, thin client hostname and or connection entry access point.
 - Installation and Configuration of Rapid Provisioning Settings file which includes information for SYSPREP, license activation key, virtual machine naming convention and post installation procedures that are include but are not limited to domain join credentials, Active Directory placement, organizational information and virtual machine resource reconfiguration
- Unidesk Installation and Configuration
 - Assessment of existing Active Directory OU structure, recommendation of changes that need to be made to support VDI environment
 - Design Master Cache Point and Secondary Cache Point design
 - Designate number of secondary cache points per hosts, create storage requirements and networking
 - Install Unidesk Management Software on designated Windows Server 2012R2 virtual machine
 - Install Master Cache Point, Assign Cache Point repository, Assign Boot Disk Repository, Assign IP Address and validate communication
 - Install Secondary Cache Points - two per server, assign Cache Point Repository, Assign Disk Repository, Assign IP Address and validate communication

Active Directory VDI Readiness and Configuration

- Assessment and Remediation
 - Assessment of existing Active Directory OU structure, recommendation of changes that need to be made to support VDI environment
 - Assessment of existing Group Policies for VDI environment, recommend of changes that would support specific user types for document redirection and personal settings
 - Assessment of existing software licensing method; recommend Microsoft KMS licensing for Windows Bases Operating Systems and Office

Training and Knowledge Transfer (optional)

- Training/Knowledge Transfer
 - Delivery of training over complete component installation and configuration for the duration of 1 (one) day for administrators that will include but will not be limited to Dell R730 PowerEdge Server configuration, Microsoft Server 2012R2 configuration and administration, VMWare Horizon View Security/Connection Server configuration and administration, repurposed PC configuration and deployment task list and Best Practice Recommendation and Methodology of building Windows Base image for a VDI environment.
 - Dedicated resource for the duration of 1 (one) day to field questions, troubleshoot and remediate any issues that are presented post installation of VDI environment.

Implement

- Execute implementation/cutover plan
- Finalize operational turnover documentation
- Encountered issues and resolution.
- Recommendation/Best Practices.
- Installation/configuration methodologies

Operate

- Assist with monitoring and tuning of core components
- Identify future considerations
- Provide one (1) day, up to eight (8) hours, for first day support upon turn up and move in

City of Cedar Park

Proposed Deliverables

Project Management

- Knowledge transfer for Administrators
- Project acceptance and sign-off document
- Status reports
- Project work plan
- Operational turnover documentation
 - System diagrams
 - Backup configurations
 - Provide knowledge transfer of operational activities.

Project Specific Assumptions

- Network changes will be made by the customer to support additional virtual environment
- Customer is responsible for all licensing of server and desktop operating system

Deliverables

- As built document of VDI environment
- Knowledge Transfer

Weaver Technologies Responsibilities

Weaver Technologies is responsible for the following:

- Weaver Technologies will provide the applicable and necessary labor, consultation, materials, project management and/or tools to perform the Services and provide the Deliverables described herein.

Client Responsibilities

Client is responsible for the following:

- Client will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Weaver Technologies to complete or meet the project-specific milestones.
- Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Weaver Technologies, (b) provide input throughout the project and will review progress at review meetings requested by Weaver Technologies; and (c) provide Weaver Technologies with access to all of Client's information, documentation and technology, necessary for Weaver Technologies to perform the Services, including a list of all Client and third-party contacts necessary for Weaver Technologies to do so. Such cooperation, input,

City of Cedar Park

access, and license are critical to this project, and Client's representation at all review meetings is essential. Weaver Technologies is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client.

- Client will ensure that the Weaver Technologies project staff is given access to all necessary facilities and workspace, and is provided all furniture; supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Client will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Weaver Technologies personnel are provided with all necessary safety equipment and training while on Client's or its customer's site.
- Client will be responsible for providing adequate and secure onsite storage for all deliveries.
- Client will be responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Weaver Technologies; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Client will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
- Customer will need to confirm the proper number of 10GB ports for each VDI Server. Each server will need 2 (two) 10GB SFP+ and 2 (two) 10GB Ethernet for Production communication and ISCSI communication

Timeframes

Services will be limited to a period of time not to exceed 3 contiguous business weeks; provided, however, in the event the Client suspends Weaver Technologies performance of the services, Weaver Technologies performance of this SOW shall be similarly suspended. Any such suspension will not count against the Services Schedule nor will it result in any additional fees, costs, charges, or expenses.

The table below is an estimate of the general project duration by phase and is intended for planning purposes only. The actual schedule may change as the project progresses.

Estimated Duration Table

Phase	Estimated Duration	Onsite/Offsite
VMWare Horizon View VDI Installation	3 weeks	Onsite/Offsite
Total	3 Weeks	Onsite/Offsite

Payment Criteria

Fee: Payment for Services is a fixed fee listed below.

Fixed Services Fee	
Hardware/Software	\$ 280,278.56
VMWare Horizon View VDI Installation	\$ 19,720.00
Total Project Cost:	\$ 299,998.56

Invoice/Payment Terms: Invoice for Services will be issued upon receipt of Customer signature of this SOW. Payment is due thirty (30) days from date of invoice.

Taxes: Weaver Technologies, LLC’s pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Weaver Technologies, LLC as described in the Change Control Process detailed in this SOW.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Weaver Technologies, LLC. Upon receipt of a signed SOW and Purchase Order, Weaver Technologies, LLC will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer’s schedule preferences/requirements and the availability of required resources.

Termination

Customer may terminate this SOW for convenience upon providing Weaver Technologies, LLC with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Weaver Technologies, LLC’s unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Weaver Technologies, LLC may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.

Order of Precedence

This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Weaver Technologies, LLC and Customer regarding this Service. DIR Contract (DIR-SDD-1951) is incorporated into this Professional Services Agreement. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

City of Cedar Park



Signature

This SOW is only valid if signed within 30 days from 3/8/2016.

CUSTOMER		Weaver Technologies, LLC	
By: City of Cedar Park		By:	
Print Name:		Print Name: Donald M. Weaver	
Title:		Title: President	
Date:		Date:	

Customer	Customer Name: City of Cedar Park Contact Name: Tim Scott Phone: Email: tim.scott@cedarparktexas.gov
Weaver Technologies, LLC Contact	Donald M. Weaver Weaver Technologies, LLC Phone: 512-436-0415 dmweaver@weavertech.us
Location Where Work Will Be Performed	City of Cedar Park – Cedar Park, TX



P.O. Box 2779
Fredericksburg, Texas 78624

Quotation

Date	Estimate #
2/23/2016	1430

Name / Address
City of Cedar Park 450 Cypress Creek Rd Bldg 1 Cedar Park, TX 78613

Contract #:	Valid Until	Project
DIR-SDD-1951	3/23/2016	

Description	Qty	Rate	Total
VDI Project			
PowerEdge R730 Server (210-ACXU) (724972379)	5	16,012.19	80,060.95
Wyse 5040 AIO thin client, CTO (210-AEPY) (723712986)	10	476.751	4,767.51
Wyse ThinOS Software Maintenance, 4 Year (A7023031) (A6819407) (723712986)	10	19.47	194.70
Compellant SC 4020 - Primary	1	39,217.61	39,217.61
Compellant SC 4020 - DR (Seed with Primary)	1	0.00	0.00
Horizon View Standard Edition: 100 Pack (CCU) (A7789370) (724262220)	3	21,500.00	64,500.00
Basic SNS for Horizon View Standard Edition: 100 Pack (CCU) for 4 years (A7789604) (A7789607) (724262220)	3	18,154.50	54,463.50
UNIDESK C 100-499 MAINT 4 YR (A8755732) (00002521)	300	81.576	24,472.80
UNIDESK SOFTWARE C 100-499 LIC (A8755729) (00002521)	150	83.43	12,514.50
UNIDESK SOFTWARE FREE LIC (A8755730) (00002521)	150	0.00	0.00
Professional Services	1	19,720.00	19,720.00
Shipping	1	86.99	86.99

Total		\$299,998.56
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Phone #	Fax #	E-mail	Web Site
(512) 436-0415	(512) 519-8048	sales@197n.us	www.weavertech.us

PowerEdge R730 Server

Description	Quantity
PowerEdge R730 Server (210-ACXU)	5
PowerEdge R730/R730xd Motherboard (591-BBCH)	5
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	5
Dell Hardware Limited Warranty Plus On Site Service (976-8706)	5
ProSupport Plus: 7x24 Next Business Day Onsite Service,4 Year (976-8736)	5
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 4 Year (976-8737)	5
US Order (332-1286)	5
On-Site Installation Declined (900-9997)	5
PowerEdge R730 Shipping (340-AKKB)	5
R730/xd PCIe Riser 2, Center (330-BBCO)	5
R730 PCIe Riser 3, Left Alternate (330-BBCP)	5
R730/xd PCIe Riser 1, Right (330-BBCR)	5
Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile (540-BBHY)	5
R730 GPU Installation Kit (490-BCDP)	5
NVIDIA GRID K1 GPU (490-BBGU)	10
Intel Ethernet X540 DP 10Gb BT + I350 1Gb BT DP Network Daughter Card (540-BBCC)	5
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	5
OpenManage Essentials, Server Configuration Management (634-BBWU)	5
Chassis with up to 8, 2.5" Hard Drives (350-BBEN)	5
Bezel (350-BBEJ)	5
Performance BIOS Settings (384-BBBL)	5
RAID 1 for H330/H730/H730P (2 HDDs or SSDs) (780-BBJU)	5
PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG)	5
SanDisk DAS Cache, 90 Day Trial License (632-BBDC)	5
Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 1866MHz (338-BFFU)	5
Upgrade to Two Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) (374-BBHD)	5
32GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABVV)	80
2133MT/s RDIMMs (370-ABUF)	5
Performance Optimized (370-AAIP)	5
480GB Solid State Drive SATA Read Intensive TLC 6Gbps 2.5in Hot-plug Drive, PM863 (400-ALGM)	10
Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd (631-AAJG)	5
No Internal Optical Drive (429-AAOJ)	5
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	5
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (450-ADWM)	5
C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America (492-BBDI)	10
Internal Dual SD Module (330-BBCL)	5
Redundant SD Cards Enabled (385-BBCF)	5
16GB SD Card For IDSDM (385-BBII)	5
16GB SD Card For IDSDM (385-BBII)	5
No Operating System (619-ABVR)	5
No Media Required (421-5736)	5
DIMM Blanks for System with 2 Processors (370-ABWE)	5
Heatsink for GPUs PowerEdge R730 (374-BBHN)	5
Heatsink for GPUs PowerEdge R730 (374-BBHN)	5

Wyse 5040 AIO thin client, CTO	
Description	Quantity
Wyse 5040 AIO thin client, CTO (210-AEPY)	10
2GB (1x2GB) 1600MHz DDR3L Memory (370-ACDQ)	10
Dell KB216 Wired Keyboard English, Black (580-ADJC)	10
8GB SATA FLASH (400-AHNW)	10
Wyse ThinOS +PCOIP (619-AGQK)	10
Wyse 5040 AIO thin client, without WIFI (329-BCOQ)	10
Dell MS116 Wired Mouse, Black (275-BBBW)	10
Energy Star Compliant (340-AAPZ)	10
US Power Cord (450-ACSP)	10
English and Spanish, Shipping Docs (340-APZU)	10
Dell Limited Hardware Warranty Extended Year(s) (805-0859)	10
Dell Limited Hardware Warranty (805-0860)	10
ProSupport: Rapid Mail In Service, 3 Years Extended (805-0865)	10
ProSupport: Rapid Mail In Service, 1 Year (805-0868)	10
ProSupport: 7x24 Technical Support, 3 Years Extended (805-0875)	10
ProSupport: 7x24 Technical Support, Initial Year (805-0878)	10
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449)	10
No UPC Label (389-BCGW)	10
Tech Sheet (English, French, Spanish, Brazilian Portuguese) (340-APOB)	10
Shipping Material for System with Stand (328-BBQK)	10
Directship Info Mod (340-AINJ)	10
5212 AIO Height Adjustable Stand (575-BBCZ)	10
No FGA (817-BBBB)	10
Regulatory Label (389-BGWX)	10
90W AC Adapter (450-ADXP)	10

Compellant SC 4020

Description	Model Number	Quantity
Hardware & Drives		
SC4020 10Gb iSCSI - 4ports (6pack drives)	CT-SC4020-BASE-ISCSI6	1
6-Pack, Dell 960GB, SAS 12Gb, SSD, Mainstream RI, 2.5	DS-SAS-25-960SSDRI-M-6X-Y	2
6-Pack, Enclosure Blank, SAS, Drive Bay Blanks, 2.5"	EN-BLNK-SAS6-25-6X-Y	2
C13-C14, PDU, 12AMP, 2 FT (.6m), Power cord, Qty2	PA-PC-.6M-Y	1
Software		
SW, Storage Center OS Core Base License	SW-CORE-BASE48	1
SW, Remote Data Protection w/ Live Volume Bundle Base License	SW-RDPLV-BASE48	1
Professional Services		
Certified Business Partner Installation - Deployment Verification Declined	PS-1003-C	1
Copilot Support (CML-HWMTC)		
CT-SC4020-BASE-MTCH : Support, 24x7, Dell/Compellent Series SC4020	CT-SC4020-BASE-MTCH	1
Support Center (CML-SWMTC)		
SW-CORE-BASE48-MTCS : Support, 24x7, SW, Storage Center OS Core	SW-CORE-BASE48-MTCS	1
SW-RDPLV-BASE48-MTCS : Support, 24x7, SW, Remote Data Protection w/ Live Volume Bundle	SW-RDPLV-BASE48-MTCS	1
Discount Comments		
4 year support term includes a 25% discount		

Backup material for agenda item:

- F.8 Consideration Of A Resolution Authorizing An Agreement To Purchase Microsoft Office Licenses In An Amount Not To Exceed \$72,300, And Microsoft Virtual Desktop Access Subscription Based Licenses From SHI Government Solutions In An Amount Not To Exceed \$52,635.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA

March 24, 2016

Item/Subject: Consideration Of A Resolution Authorizing An Agreement To Purchase Microsoft Office Licenses In An Amount Not To Exceed \$72,300, And Microsoft Virtual Desktop Access Subscription Based Licenses from SHI Government Solutions In An Amount Not To Exceed \$52,635.

Commentary

This item is to authorize and direct the City Manager to negotiate and execute an agreement with SHI Government Solutions to purchase Microsoft Licenses associated with the installation Virtual Desktop Infrastructure clients. This agreement would be authorized and effected via the State of Texas Department of Information Resources Contract (DIR-SDD-2503).

A Microsoft Office License provides productivity applications such as Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Microsoft Outlook. These applications are vital to the City staff to perform daily operations.

A Virtual Desktop Access subscription based license provide access to client operating systems and productivity applications on remote servers. Users access their desktops over a network using a remote display protocol.

This solution provides 300 Microsoft Virtual Desktop Access licenses that allow for the utilization of the Virtual Desktop Infrastructure including the Guest Operating system and Microsoft Office Applications. This project is funded through the Vehicle and Equipment Services Fund and was included in Fiscal Year 2016 budget.

Initiating Dept: IS

Fiscal Impact

Fund:

Budget

Amount: \$124,935

Virtual Desktop Access licenses are subscription based and due to the current Department of Information Resources contract terms with SHI, a subsequent renewal will have to be made September 1, 2018 in an amount not to exceed \$34,485 for remaining 18 months.

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO PURCHASE MICROSOFT OFFICE LICENSES IN AN AMOUNT NOT TO EXCEED \$72,300 AND MICROSOFT VIRTUAL DESKTOP ACCESS SUBSCRIPTION BASED LICENSES FROM SHI GOVERNMENT SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$52,635.; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, City Staff recommends an agreement with SHI Government Solutions to provide Microsoft Office licenses; and

WHEREAS, City Staff also recommends an agreement with SHI Government Solutions to provide Microsoft Virtual Desktop Access Subscription Licenses; and

WHEREAS, this agreement would be authorized and effected via the State Of Texas Department of Information Resources Contract (DIR-SDD-2503).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to negotiate and execute and agreement with SHI Government Solutions for the purchase of Microsoft Virtual Desktop Access subscription licenses in an amount not to exceed \$52,635, pursuant to the State of Texas Department of Information Resources Contract (DIR-SDD-2503), and subject to final review by the City Attorney.

SECTION 2. The City Council hereby authorizes and directs the City Manager to negotiate and execute and agreement with SHI Government Solutions for the purchase of Microsoft Office Licenses in an amount not to exceed \$72,300 subject to final review by the City Attorney.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney



Pricing Proposal
Quotation #: 11165545
Created On: 3/4/2016
Valid Until: 3/31/2016

City of Cedar Park TX

Account Representative

Ilija Preocanin

450 Cypress Creek Road
Cedar Park, TX 78613
UNITED STATES
Phone: (613) 878-0605
Fax:
Email: Ilija.Preocanin@cedarparktexas.gov

Kerri Fitzmorris

1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Texas@shi.com*
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OfficeStd 2016 SNGL MVL Microsoft - Part#: 021-10559	300	\$241.00	\$72,300.00
2 Microsoft Windows Virtual Desktop Access - Subscription license (1 month) - 1 device - Select, Select Plus - Win - Single Language Microsoft - Part#: 4ZF-00030 Coverage Term: 3/4/2016 – 8/31/2018 Note: Monthly price: \$6.05	300	\$175.45	\$52,635.00
		Subtotal	\$124,935.00
		Shipping	\$0.00
		Total	\$124,935.00

Additional Comments

DIR-SDD-2503

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Thanks!

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Backup material for agenda item:

- F.9 Consideration Of A Resolution Authorizing An Engineering Services Agreement For The Design Of The Lone Star Drive Wastewater Improvements Project In An Amount Not To Exceed \$250,000.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: A Resolution Authorizing And Directing The City Manager To Negotiate And Execute An Engineering Services Agreement For The Design Of The Lone Star Drive Wastewater Improvements Project In An Amount Not To Exceed \$250,000

Commentary

The Lone Star Drive Wastewater Improvements Project is a FY16 Utility Capital Improvement Project to provide upgraded wastewater services to the portions of the City generally north of Cedar Park Drive and west of North Bell Boulevard (see attached map). This project is identified as a need in the Long-Range Water and Wastewater Plan. Project components include the replacement of approximately 6,800 linear feet of existing 8 inch, 12 inch, and 15 inch wastewater lines along Lone Star Drive, RM 1431 and Marquis Lane.

Replacement of one of the 8 inch wastewater lines along RM 1431 is part of another project identified as the 1431 Lift Station Influent Line in the FY16 Utility Capital Improvements budget.

In response to the Request for Qualifications, the City received twenty-one (21) Statements of Qualifications from interested engineering firms registered with the Texas Board of Professional Engineers. A committee of three staff members evaluated the submitted Statements of Qualifications using a numerical evaluation criteria matrix that rates each firm's qualifications in key areas such as "Qualifications and Availability", "Proposed Staff", "Project Experience", and "Project Approach". A copy of the evaluation criteria and ranking summary are attached for reference. While all firms are highly qualified, after reviewing, evaluating, and scoring the Statements of Qualifications using the evaluation process, Walker Partners LLC was the highest scoring firm. Therefore, staff recommends the selection of Walker Partners LLC for design of this project.

Walker Partners, LLC demonstrated a high level of qualifications and experience required to design this project, and is a full-service, Texas-based firm that has broad experience in municipal engineering. Their proposed Project Manager has over 30 years of experience with similar projects. Walker Partners, LLC has extensive experience in all phases of sewer replacement and interceptor projects throughout Central Texas.

The scope of work for this project will include surveying, permitting, identification of easement requirements, identification of utilities and conflicts, coordination with utility companies and outside agencies, environmental investigations, engineering design, and construction phase support services.

Should the City Manager not be able to negotiate agreeable terms and fees with Walker Partners, LLC, pursuant to Texas Government Code 2254, the City Manager will enter into negotiation with the next most qualified engineering firm until an agreement is executed.

Initiating Dept: Public Works

Fiscal Impact

Fund: Utility

Budget

Amount: \$250,000

The actual engineering fee will be negotiated, in an amount not to exceed \$250,000.

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF THE LONE STAR DRIVE WASTEWATER IMPROVEMENTS PROJECT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Lone Star Drive Wastewater Improvements Project is an FY2016 Utility Capital Improvement Project to provide additional wastewater capacity for current and future needs within the served basins as identified in the FY2014 Long Range Water and Wastewater Plan Update; and

WHEREAS, the selected engineering firm will provide the engineering design to improve wastewater service and increase capacity within the identified basins; and

WHEREAS, a request for qualifications for professional engineering services was completed in compliance with Texas Government Code Chapter 2254; and

WHEREAS, the City received twenty-one (21) Statements of Qualifications from engineering firms registered with the Texas Board of Professional Engineers; and

WHEREAS, City staff has reviewed all Statements of Qualifications and recommends Walker Partners, LLC for this project; and

WHEREAS, Walker Partners, LLC ranked the highest of the qualified responding engineering firms and has extensive experience with the design of this type of project, having designed wastewater projects throughout Central Texas; and

WHEREAS, the City desires to execute an engineering services agreement with Walker Partners, LLC for the design of the Lone Star Drive Wastewater Improvements Project in an amount not to exceed \$250,000; and

WHEREAS, pursuant to Texas Government Code Chapter 2254, if negotiations are unsuccessful, the City desires to negotiate with the next most qualified responding engineering firm until an engineering services agreement for the design of the Lone Star Drive Wastewater Improvements Project is executed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council of Cedar Park hereby authorizes and directs the City Manager or their designee to negotiate and execute an engineering services

agreement with Walker Partners, LLC for design of the Lone Star Drive Wastewater Improvements Project, in an amount not to exceed \$250,000.

SECTION 2. If the City Manager or their designee is unable to negotiate an engineering services agreement, the City Council further hereby authorizes and directs the City Manager or their designee to negotiate with the next most qualified responding engineering firm until an engineering services agreement for the design of the Lone Star Drive Wastewater Improvements Project is executed.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:


J.P. LeCompte, City Attorney

CITY OF CEDAR PARK

LONE STAR DRIVE WASTEWATER IMPROVEMENTS



Lone Star Drive Wastewater Improvements
Statement of Qualifications
Evaluation Criteria



Evaluation Criteria
1. Qualifications and Availability:
Was general information provided, including contacts, office location, phone numbers, and emails?
Did firm provide how they will communicate with the City? Who will be primary contact?
Is the firm/team available and did they show a level of commitment to the project?
Did they provide a narrative illustrating their expertise and any unique qualifications? Did they meet the page count limit?
2. Proposed Staff:
Did they provide an Organizational Chart for personnel that will be working on this project?
Did they provide the names and roles of the key personnel that will be working on this project?
Did they provide resumes for key personnel and indicate any that have experience on similar projects?
Did they provide staffing size by area of expertise?
Did they provide the current workload of the prime firm?
Did they provide staff availability to perform services?
Does the Project Manager have experience with similar size projects?
Do the sub consultants have experience with similar size projects?
3. Project Experience:
Did the firm/team provide an overview and brief history of themselves and their sub-consultants?
Did the firm/team provide verifiable examples of at least three (3) similar projects completed in the last five (5) years?
Does the proposed Project Manager have at least five (5) years of experience providing these types of services?
Are the projects presented equal or greater in complexity when compared with the proposed projects listed in scope and types of deliverables required?
Are there previous project final costs listed?
Are clients listed?
Is there a history provided of meeting project schedules?
4. Project Approach
Did the consultants provide an explanation of how the project will be designed?
Was a project Schedule provided? Was the Conflict of Interest form completed?

**Lone Star Drive Wastewater Improvements
Statement of Qualifications
Evaluation Criteria Ranking Summary**



Firm	Evaluation Rank
Walker Partners, LLC	1
CP&Y Inc.	2
CobbFendley	3
Freese and Nichols, Inc.	4
Jacobs Engineering Group	5
Lockwood, Andrews, and Newnam, Inc.	6
LJA Engineering, Inc.	7
K Friese and Associates	8
Brown & Gay Engineers	9
Vickrey and Associates, Inc.	10
Alan Plummer Associates	11
KPA, LP	12
Binkley & Barfield Consulting Engineers	13
RPS Klotz Associates	14
River City Engineering	15
DCS Engineering	16
Murfee Engineering Company	17
KSA, Inc.	18
Doucet & Associates	19
Dannenbaum Engineering Company	20
Evolving Texas, LP	21

Backup material for agenda item:

- F.10 Consideration Of A Resolution Authorizing An Amendment To The Property Tax Abatement Agreement Between The City of Cedar And Dana Limited For The Abatement of Property Taxes.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: Consideration Of A Resolution Authorizing An Amendment To The Property Tax Abatement Agreement Between The City of Cedar And Dana Limited For The Abatement of Property Taxes.

Commentary

The purpose of this Resolution is to authorize the Mayor to execute an amendment to the Property Tax Abatement Agreement between the City of Cedar Park and Dana Limited (“Dana”) to abate property taxes for a period of 5 years (“Agreement”).

Dana has requested an amendment to the Agreement that reduces the required capital investment in the project from \$12.0 Million to \$10.0 Million. The preliminary budget estimate for capital equipment purchases was \$12.0 Million which was the figure used in the Agreement. The actual cost of the capital equipment that Dana has purchased to date is closer to \$10.0 Million. Because the tax abatement incentives payable pursuant to the Agreement are dependent upon the taxable assessed value of the property in Williamson County and the City of Cedar Park, the available incentives will necessarily decrease with the reduced capital investment.

Dana is making the same request to Williamson County. In conversations with Commissioner Long she supports amending the County’s Property Tax Abatement Agreement to reflect a \$10.0 Million capital investment versus the \$12.0 Million number in their current agreement. She will make the request to County Commissioners once Cedar Park approves amending the City’s Agreement with Dana.

Initiating Dept: Economic Development

Fiscal Impact
Fund:

Budget
Amount:

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROPERTY TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF CEDAR PARK AND DANA LIMITED FOR THE ABATEMENT OF PROPERTY TAXES FOR A PERIOD OF 5 YEARS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park and Dana Limited have executed a Property Tax Abatement Agreement to provide for attraction and retention of primary employers to the City; and

WHEREAS, Dana Limited has requested an amendment to the Agreement to reduce the required capital investment from \$12 million to \$10 million, and

WHEREAS, the requested amendment will not undermine the intent to provide for attraction retention of primary employers to the City; and

WHEREAS, Dana Limited's presence will result in economic growth and enhance the City's ad valorem tax base and sales and use tax base; and

WHEREAS, such economic growth will benefit the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The Cedar Park City Council hereby authorizes and directs the Mayor to execute the amendment to the Property Tax Abatement Agreement between Dana Limited and the City of Cedar Park, attached hereto as Exhibit "A", subject to final review by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March 2016.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Matthew Powell, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §
 §
CITY OF CEDAR PARK §

**AMENDMENT TO THE
PROPERTY TAX ABATEMENT AGREEMENT**

This Amendment to the Property Tax Abatement Agreement (The “Amendment”) is entered into by and between Dana Limited (“DANA”) and the City of Cedar Park, Texas (“City”).

RECITALS

WHEREAS, DANA and the City of Cedar Park entered into that certain Tax Abatement Agreement (the “Agreement”) executed on November 21, 2013; and

WHEREAS, the Agreement provides for qualified ad valorem tax abatement in exchange for DANA’s development and operation of a research and design facility, creation of primary full-time jobs, acquisition and retention of capital assets and/or capital investment, and other substantial economic benefits within the City of Cedar Park, Texas; and

WHEREAS, in furtherance of such performance, benefits, and incentives, as well as the public interest, DANA and the City now desire to amend the Agreement as set forth herein.

AGREEMENT

1. In “1. **Definitions.** (g) “Designated Value” means the original cost of the Eligible Property as rendered by DANA to the Williamson Central Appraisal District, which shall be in an amount no less than \$12 Million.” The reference to “*no less than \$12 Million*” shall be amended to read “*no less than \$10 Million*”.

2. In “13. **Miscellaneous.** (i) **Notices & Requests.** The City’s contact information should be revised to reflect the following:

If to the City, to:

Economic Development Department
Attn: Phil Brewer, Director
City of Cedar Park
450 Cypress Creek Road, Bldg. #1
Cedar Park, Texas 78613

phil.brewer@cedarparktexas.gov

With a copy to:

Legal Department
Attn: J.P. LeCompte, City Attorney
City of Cedar Park
450 Cypress Creek Road, Bldg. #1
Cedar Park, Texas 78613
jp.lecompte@cedarparktexas.gov

3. Authority. Each person signing his Amendment on behalf of DANA and the City, respectively, represents that (a) such party has the full right and authority to enter into this Amendment, and (b) each person signing on behalf such party was and continues to be authorized to do so.
4. Counterpart. This Amendment may be executed in one or more counterparts and by the different parties on separate counterparts, each of which when so executed shall be an original, but all of which together constitute one and the same instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart or facsimile as if such copy or facsimile were an original.
5. Affirmation of Agreement. Except as and to the extent amended hereby, The Agreement is hereby ratified, confirmed and approved and remains in full force and effect. The provisions of this Amendment shall prevail over any conflicting provisions in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of March 24, 2016.

<<<REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK>>>

<<<SIGNATURES TO FOLLOW ON NEXT PAGE>>>

DANA LIMITED

By: _____

Date: _____

Name: _____

Title: _____

Address: _____

CITY OF CEDAR PARK, TEXAS

By: _____

Date: _____

Matthew Powell, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

LeAnn M. Quinn, City Secretary

J.P. LeCompte, City Attorney

Backup material for agenda item:

F.11 Consideration Of The 2016 City Council Strategic Goals.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: Consideration Of The 2016 City Council Strategic Goals.

Commentary

At the January City Council retreat, the City Council identified their goals and priorities for the upcoming years. While several of the goals will be completed during 2016, others may take several years to achieve. After the goals were developed by the City Council, staff developed the attached document. The document divides the various goals into four primary categories: Community, Safety and Security, Stewardship, and Brighter Future.

Initiating Dept: City Manager

Fiscal Impact

Fund:

Budget

Budget: -

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

BE CEDAR PARK.

2016 City Council Strategic Goals



COMMUNITY

Revitalize Bell Boulevard

Encourage Placemaking

- Courthouse Square
- Destination Projects
- “Gathering Spaces”

Celebrate Our Heritage

Launch Community Pride Initiatives

Cultivate Successful Local & Regional Relationships

- Regional Utility Providers
- Intergovernmental
- Community Partners

Promote Big Wins



STEWARDSHIP

Maintain Strong Fiscal Health

- Water and Wastewater Rates
- Ad Valorem Rates

Commence 2015 Bond Program

- Streets & Roads
- Public Safety
- Parks & Recreation
- Public Library

Ensure Infrastructure Development and Maintenance

- Water and Wastewater System
- Roads

Leverage Technology to Improve Operations

- Advance Metering Infrastructure

Continue Government Transparency Initiatives

- MyCedarParkBudget.com



SAFETY & SECURITY

Initiate Fire Station 5 Building and Staffing Plans

Expand Police Department Facility

Develop Strategy for Neighborhood Flooding Concerns

- Riviera Springs Emergency Access

Complete Drainage Funding Study



BRIGHTER FUTURE

Identify and Promote Space for Job Creation

Attract Large Employers

Develop Strategies Related to Missing Places:

- Family Entertainment
- Business Park
- Walkable Mixed-Use
- Educational Campus

Ensure Adequate Water Supply For Growth

Progress Towards Full Service Hotel/Conference Space

Keep an Eye Towards the Future

- Regional / Intercity Opportunities
- Regular Comprehensive Plan Updates
- Zoning Review for Economic Development & Land Use Diversification
- Utilize Economic Expertise
- Ordinances to Reflect Future Needs and the Community
- Redevelopment of the Quarry



Backup material for agenda item:

F.12 Update On Advanced Metering Infrastructure (AMI).

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA
March 24, 2016

Item/Subject: Update On Advanced Metering Infrastructure (AMI).

Commentary

At the January 2016 City Council retreat, staff was tasked with doing a financial analysis of implementation of Advanced Metering Infrastructure (AMI) otherwise known as “Smart Meters”. Staff was also asked to look into the possibility of conducting a pilot study.

Regarding a pilot study, we are not recommending a pilot study because staff and the consultant we hired to assist us has researched AMI extensively and talked to enough end users to believe this technology is proven to the point that a fully implemented pilot study is not necessary. We are however in the process of conducting a multi-week, round-the-clock bench test of meters from most of the AMI vendors to determine accuracy and durability. This will give us valuable information for meter hardware.

Regarding the financial analysis, the AMI project with an estimated all-in cost of \$5.9 M was added with other utility CIP projects planned in the next three (3) years and analyzed using the city’s utility rate model to determine the financial impact of the project and its effect on timing of issuance of utility revenue bonds.

What we found is that bonds need to be issued whether we do the AMI project or not. We also determined that utility rates will not have to be raised to accommodate the project. There will be a small dip in cash reserves but they will not fall below the 30% target of cash reserves to revenues plus debt service. If we do move forward with the AMI project the bonds need to be issued this summer in order to have the project fully implemented by summer of 2017.

As background on the city’s utility rate model, it is a finance and engineering tool that municipalities use to monitor and forecast a myriad of metrics which ultimately aid us in setting

utility rates, making determinations on timing and amounts of long term debt issuance and monitoring the overall financial health of the utility system.

The basic components of our utility rate model include:

- Demographics (population and utility connections)
- Water and Wastewater Demands
- Operations & Maintenance Costs
- Revenues
- Debt Service
- Bond Coverage Ratios
- Cash Reserves
- Debt Per Capita
- CIP Cost and Scheduling
- Utility Rates
- Community Impact Fees

In this analysis, we also updated the model to include the following:

- AMI project start in spring/summer of 2016, complete in spring/summer 2017.
- Expansion of model timeline from 2030 to 2040
- Revised water demand/revenue projections with 2 day per week watering schedule
- Updated schedule for BCRUA Phase 2 final engineering and construction
- Enhanced emphasis on infrastructure rehab in the future

Highlights of the analysis include:

- AMI will not cause a rate increase
- Utility debt issues are needed in 2016 and 2020 (BCRUA Phase 2 deep water intake)
- Rate increase needed in 2021 for BCRUA Phase 2
- Infrastructure rehabilitation will be a priority as system ages
- Revenues in excess of cash reserve targets applied to capital projects
- Cash reserves remain steady and on targets with periodic debt issues and rate increases

If Council is interested in moving forward on AMI, staff will start working with the City's financial advisor on a utility revenue bond issuance plan and other items which will need council action to move forward.

Initiating Dept: City Management

Fiscal Impact
Fund: General

Budget
Amount:

Legal Certification

Approved as to form and content:

City Attorney

Associated Information:

Finance Director Review

Yes

No

Backup material for agenda item:

- F.13 Discussion And Possible Action Regarding The Installation And Configuration Of Wireless Internet Service In Elizabeth Milburn Park As A Pilot Program. (Grimes)

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



CITY COUNCIL AGENDA

March 24, 2016

Item/Subject: Discussion And Possible Action Regarding The Installation And Configuration Of Wireless Internet Service In Elizabeth Milburn Park As A Pilot Program.

Commentary

During a Council workshop in January, staff presented an initial proposal from Time Warner Cable (TWC) to install an Outdoor Wireless Pilot program for Elizabeth Milburn Park. At the time, TWC offered free installation, configuration and support of a Wireless system which included a five-year exclusivity agreement. During the discussion related to this item, the Council expressed concern related to exclusivity. Council requested a follow up discussion at the February 25, 2016 City Council meeting. In response, staff resumed its discussion with TWC. TWC has proposed the installation, configuration and technical support services for an Outdoor Wireless (WiFi) pilot program in Elizabeth Milburn Park, and eliminated the five-year exclusivity requirement.

As part of the offering from TWC, all current customers of TWC will enjoy free and unlimited time usage of this service. For non TWC customers, they will receive sixty (60) minutes per day at no cost with an option to purchase additional usage based on time blocks.

TWC enforces network security on their network that follows the National Institute of Standards and Technology (NIST) recommendations and practices for securing their connected clients from potential security threats.

The revised proposal includes at no cost to Cedar Park, the installation, configuration, and ongoing support of an outdoor WiFi solution located in Elizabeth Milburn Park. Should Council find the option presented to be acceptable, staff will put together a formal offer from TWC, and bring back to Council at a later City Council meeting to authorize the City Manager to negotiate and execute an agreement with Time Warner Cable.



TWC WiFi®

City of Cedar Park Overview

March 4, 2016



ENJOY
BETTER

Agenda



- Introductions
- TWC WiFi Overview
- Coverage Maps
- City of Cedar Park Benefits
- WiFi Access Points
- Connecting to TWC WiFi / Experience
- Status Update
- Design Highlights
- Questions

TWC WiFi Overview



What is Time Warner Cable WiFi (TWC WiFi)?

- TWC WiFi are hotspots for the community to have access to fast, free, wireless internet access in thousands of public outdoor and indoor locations nationwide

Time Warner Cable along with Comcast, Cablevision, Cox Communications and other partners are building a **FREE** WiFi nationwide network

- Over 500,000 hotspots nationwide
- Over 376 TWC WiFi hotspots in the City of Cedar Park (Central Texas = 11,000)
- Over 30,000 in Texas and growing

Community benefits

- Savings on cellular data usage
- Fast, convenient, simple to use, and reliable
- Seamless auto-connection around the Milburn Park, Cedar Park, Texas, and hotspots across the U.S.A. (after logged in)
- Mobile devices moving towards connecting to WiFi first over cellular

Where do we deploy TWC WiFi hotspots?

- Stadiums (Dell Diamond), cities, restaurants, music venues, parks, gyms, busy intersections, etc.



Aerial WiFi Access Point



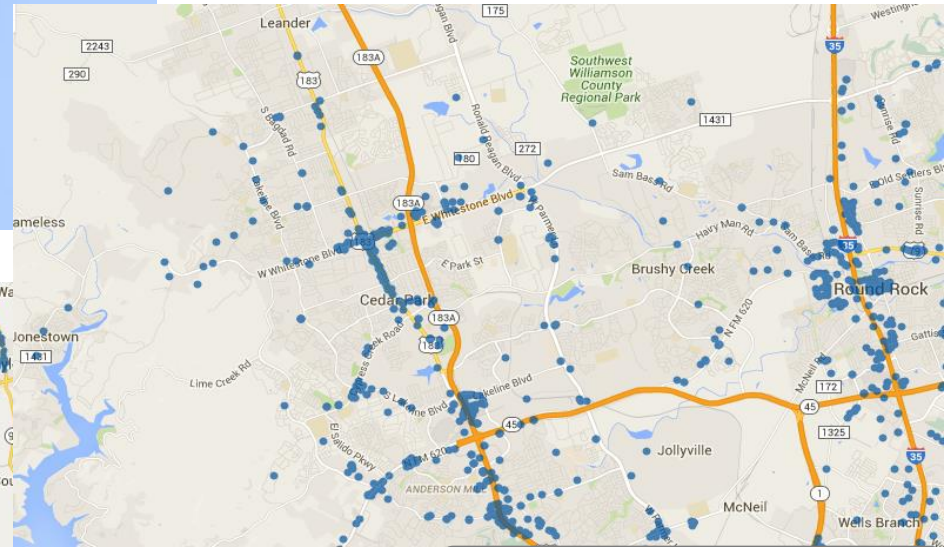
Outdoor WiFi Access Point



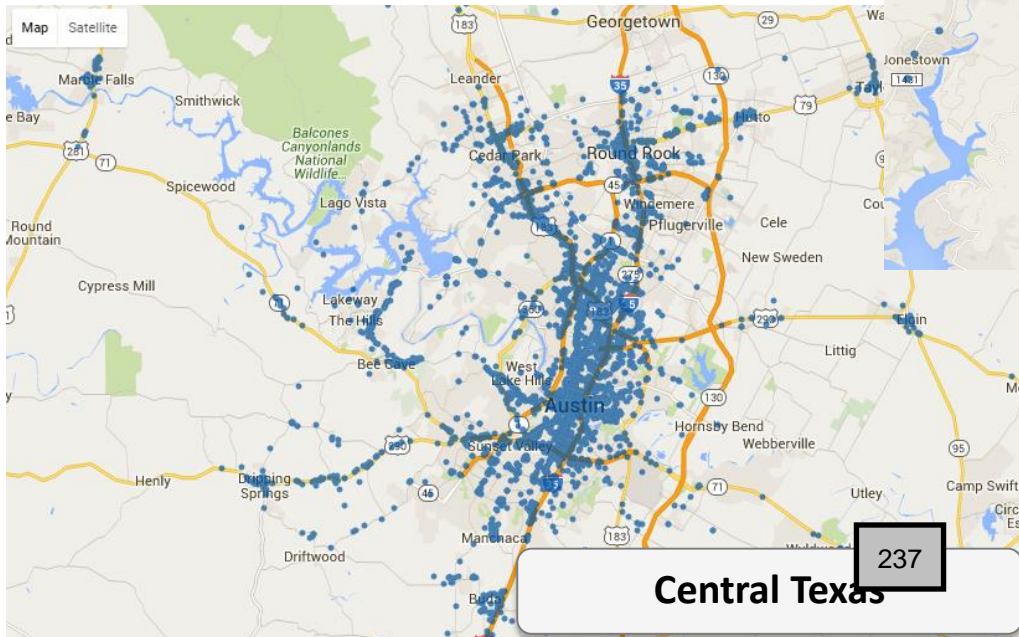
Indoor WiFi Access Point



Coverage Maps



Cedar Park



Central Texas 237

City of Cedar Park Benefits



Provide FREE super-fast TWC WiFi access for Milburn Park visitors

- Added to our TWC WiFi coverage map & hotspot finder app
- TWC WiFi management portal control

FREE value-add service for our Time Warner Cable Business Class Data partners

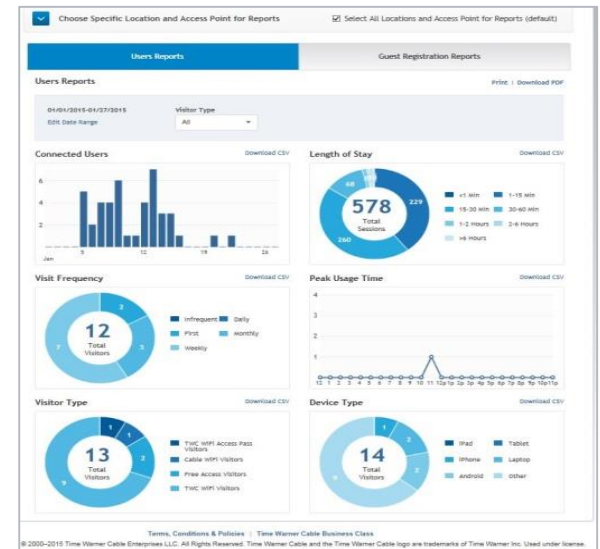
- Includes equipment, service, installation, management, and customized WiFi design (at no additional costs)
- Separate nationwide network | No impacts on bandwidth

Customize the TWC WiFi experience

- Add your logos, messages, control visitor access timing, and website
- View detailed user reports
 - Connected users | length of stay | peak usage time | visit frequency



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WiFi Access Points (APs)



TWC WiFi uses leading equipment from partners like Ruckus Wireless



Outdoor APs

7761
41.4 cm
27.3 cm
32.3 cm

7782
19.5 cm
23.9 cm
11.8 cm

Indoor APs

7372
15.8 cm
15.8 cm
4.0 cm

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Connecting to TWC WiFi



Access options

- Qualifying Time Warner Cable Internet customers (or other Cable Internet partners visiting the park)
 - Receive **unlimited** TWC WiFi access
 - TWC ID users automatically connect to the network
- Non-Time Warner Cable Internet visitors
 - Receive **60 minutes per day** of TWC WiFi access
 - If visitors need more than 60 minutes, guests can purchase an “Access Pass”
 - Access Pass purchasing options: Hour (\$2.95), day (\$6.95), week (\$19.95), month (\$44.95)

Broadcasted network names

- **TWCWiFi** - Primary network name, supports guest access
- **TWCWiFi-Passpoint** - Our most secure network option for customers
- **CableWiFi** - Network for other participating cable internet partners’ customers

Awareness / Instructional materials for visitors

- Marketing contact to customize materials
- Materials include 800 number for questions/how to connect

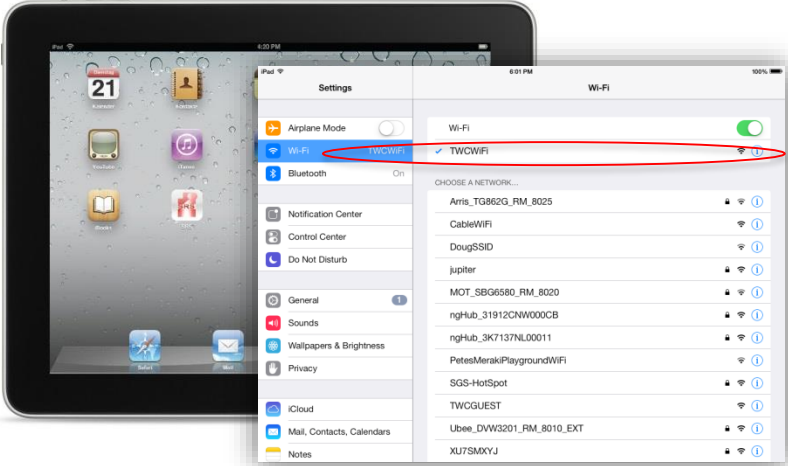


Connecting to TWC WiFi Experience



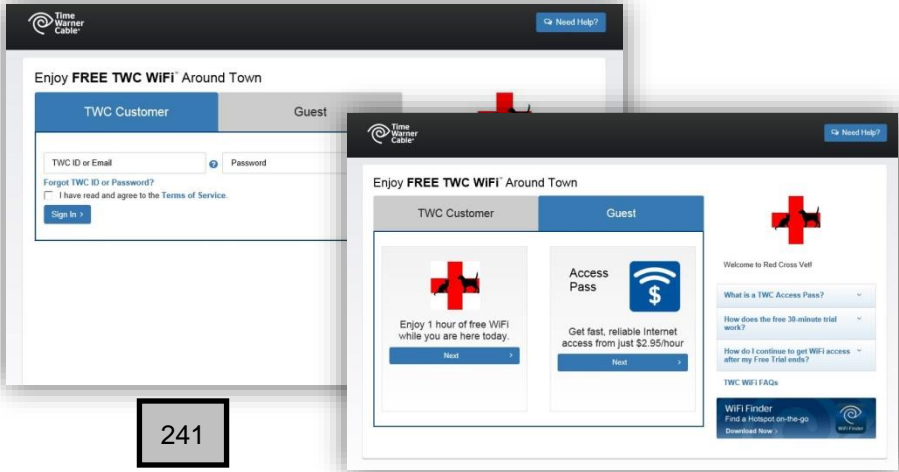
WiFi access is available to both TWC Customers and Visitors

Select the TWCWiFi network name



Open your browser

Follow sign in prompts for TWC Customer or Guest Access

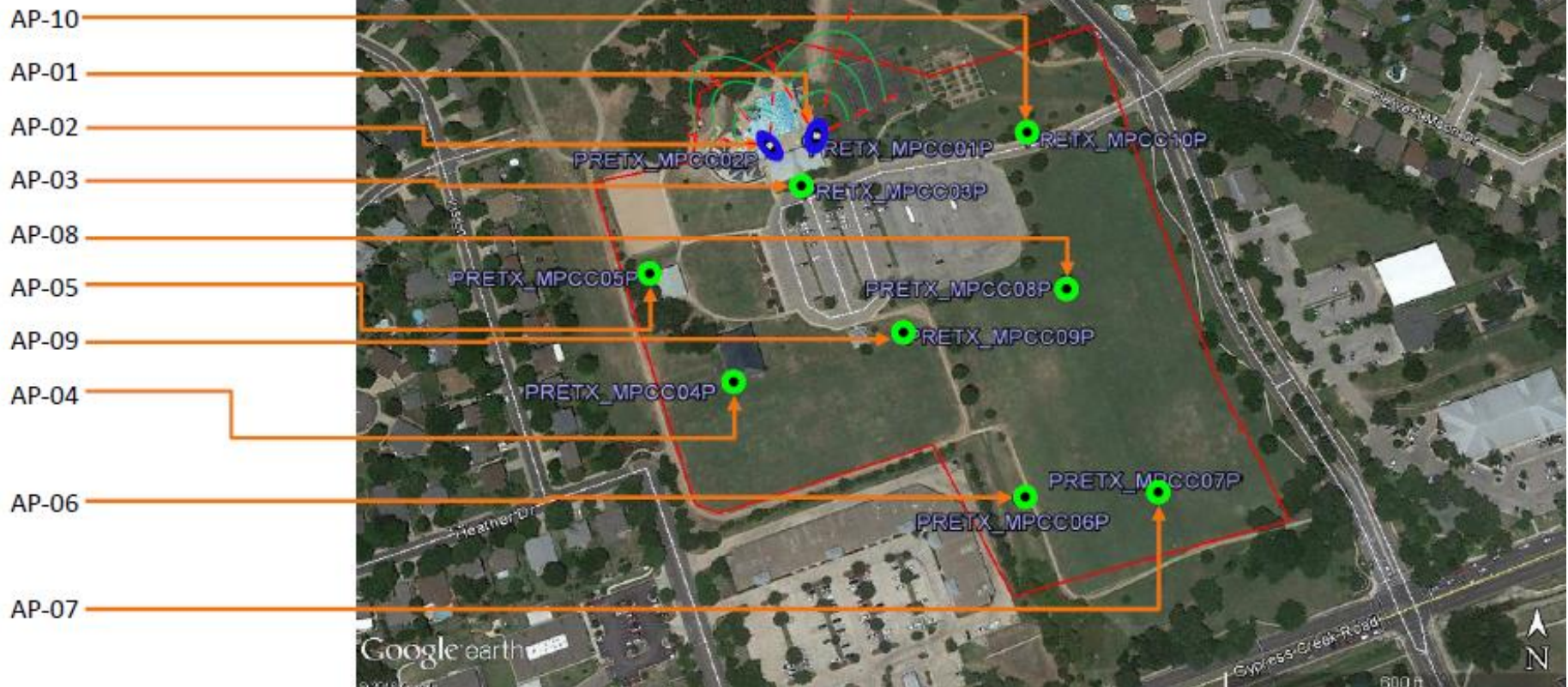


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Milburn Park Design – Outdoor Coverage



City of Cedar Park - Milburn Park Outdoor AP Placement And Coverage Objective





Next Steps

- Receive a Signed TWC WiFi Agreement
- City of Cedar Park approval of design to move forward
- Receive “Build” approval through TWC side – projected cost \$40,000
- Order Materials
- Build
- Activate
- Provide awareness materials / marketing collateral



DEPLOYMENT SERVICES

SITE ID#: 672584 - City of 244 ar Park - Milburn Park
1901 Sun Chase Blvd. Cedar Park, TX 78613

- Survey Information
 - Venue Descriptions & Overview
 - Archer Coverage Objectives & Requirements
Modified Coverage Objectives During the Site Walk
 - Revision Notes
- RF Design
 - Occupancy Calculations
 - Outdoor Coverage and AP Placement
 - ATOLL Outdoor Coverage Heat Map -70 dBm
 - ATOLL Outdoor Coverage Heat Map @ -70 dBm per AP
- Design Summary & Bill of Material
 - Network Layout
 - RF Summary
 - Bill of Materials
- Appendix
 - Demarc Locations
 - AP Pictures
- Mounting Recommendations
 - ANY Angle Bracket Recommendation
 - Narrow T-Bar Recommendation

SURVEY INFORMATION

Venue Description & Overview

- City of Cedar Park - Milburn Park
 - Site ID#: 672584
 - 1901 Sun Chase Blvd.
 - Cedar Park, TX 78613
- City of Cedar Park - Milburn Park— consists of 42.4 acres and offers a playground, picnic tables, a large picnic shelter, small picnic shelters, barbecue pits, one-mile walking / jogging trail, sand volleyball courts, a basketball court, tennis courts, washer pits, restrooms, soccer fields, open field space, baseball backstops, community garden, 4/10 mile veloway, a recreational BMX track a swimming pool and a new rock climbing wall.
- Survey conducted on 12-10-15 by:
 - ARRIS: Rigo Salazar
 - TWC: Mark Langseth
 - Customer Contact: Tim Scott tim.scott@cedarparktexas.gov
- Summary of Outdoor Access Points:
 - Outdoor (7) Ruckus 7781-CM
 - Outdoor (1) Ruckus 7782-Omni
 - Outdoor (2) Ruckus 7782-S
- Access points will be connected to multi-port cable modem and powered via a PoE injectors and power passing tap on HFC plant. This design is for coverage and capacity.
- Special Notes: There is no structures to install AP's in Soccer Field, a ZF7781-CM Omni with a pedestal mount is being recommended. Coverage to some areas of the park will be b

Archer Coverage Objectives & Requirements

Modified Coverage Objectives During the Site Walk

- Original Archer Objectives Details
 - Indoor Objectives: None
 - Outdoor Objectives: Soccer Fields, Field by Side of Pavilion, Rec Areas.

- Modified Coverage Objectives During the Site Walk:
 - Outdoor coverage: None

- TWC – ATG Comments:
 - Page 4: Special Notes: No place to install cable modem or power in Soccer Field so a ZF7781-CM Omni is being recommended.
 - Can you clarify that statement? The following statement was added to the document: “There is no structures to install AP’s in Soccer Field, a ZF7781-CM Omni with a pedestal mount is being recommended.” Slide 4.
 - AP 1 and 2’s back lobe may not be able to cover the benches behind proposed locations of AP 1 and 2. Replacing AP 2 would ensure coverage to the benches. As we discussed on the meeting I Moved AP-01 and AP-02 to the middle of the structure.
 - Change AP 10’s location to ensure there is no coverage gap (It was discussed in the review). Moved AP-10 to cover the gap we discussed on the meeting.
 - Make sure add reason why we are using pedestal mount APs. Coverage to some areas of the park will be best effort. Added a comment to slide 4.
 - Add clear instructions for construction. Done
 - Add comments to make sure right cover top is ordered as discussed in the meeting. No additional information was found on the pedestal mount.
 - Design summary page:
 - There are no indoor APs in this venue. Fixed
 - APs 5-10 are CM APs fed via a coax or cat5/6? Coaxial. Fixed
 - 25 degree down tilt for directional APs is way too high. Change it to 5-10 degree. No more than 10 degrees. Changed to 10.
 - Double check transmit power for directional APs. Power output are correct.
- ARRIS Comments
 - Version 2 was created and uploaded in Archer 2-17-16

RF DESIGN

City of Cedar – Milburn Park Capacity Calculation

Capacity coverage is for the Field by Side of Pavilion.

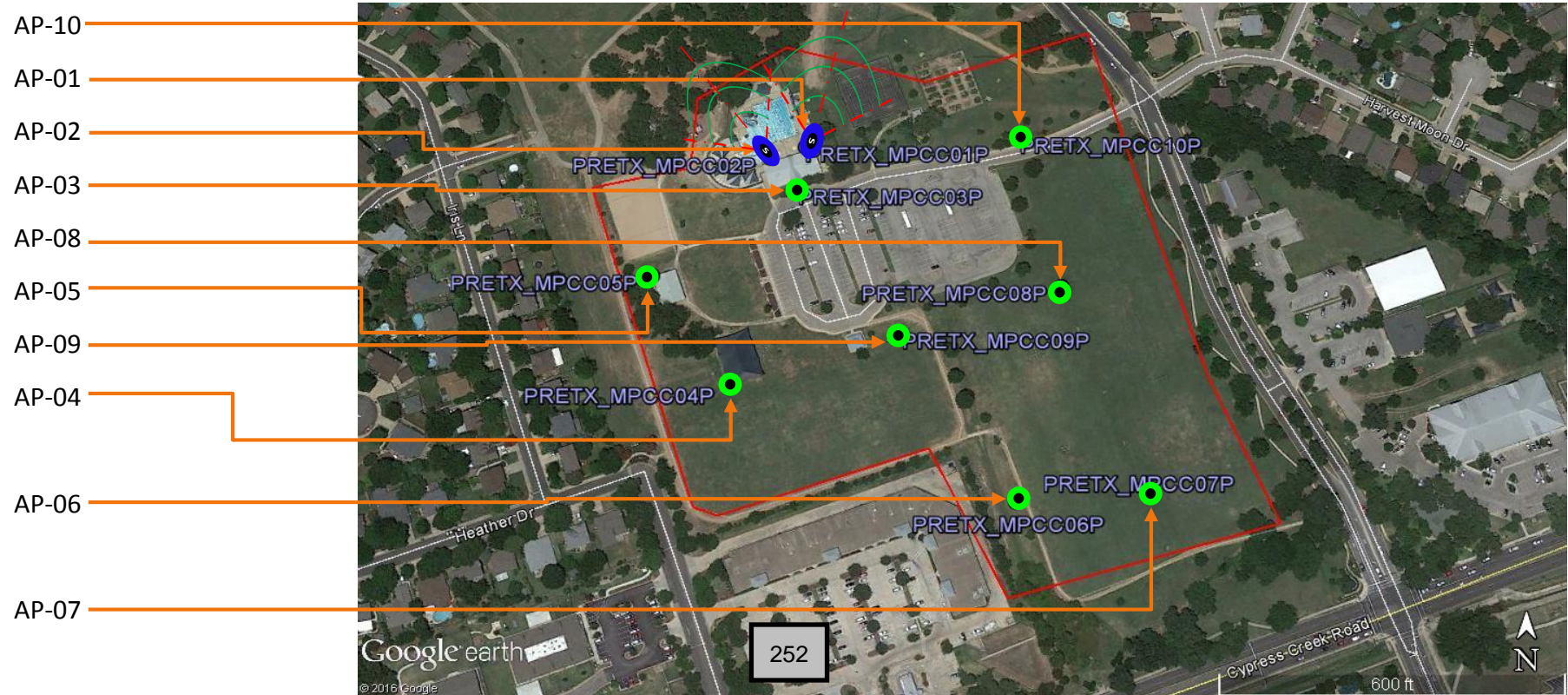
List of events:

July 4th, Heritage Fest, Movies, Concerts, Egg Hunt.

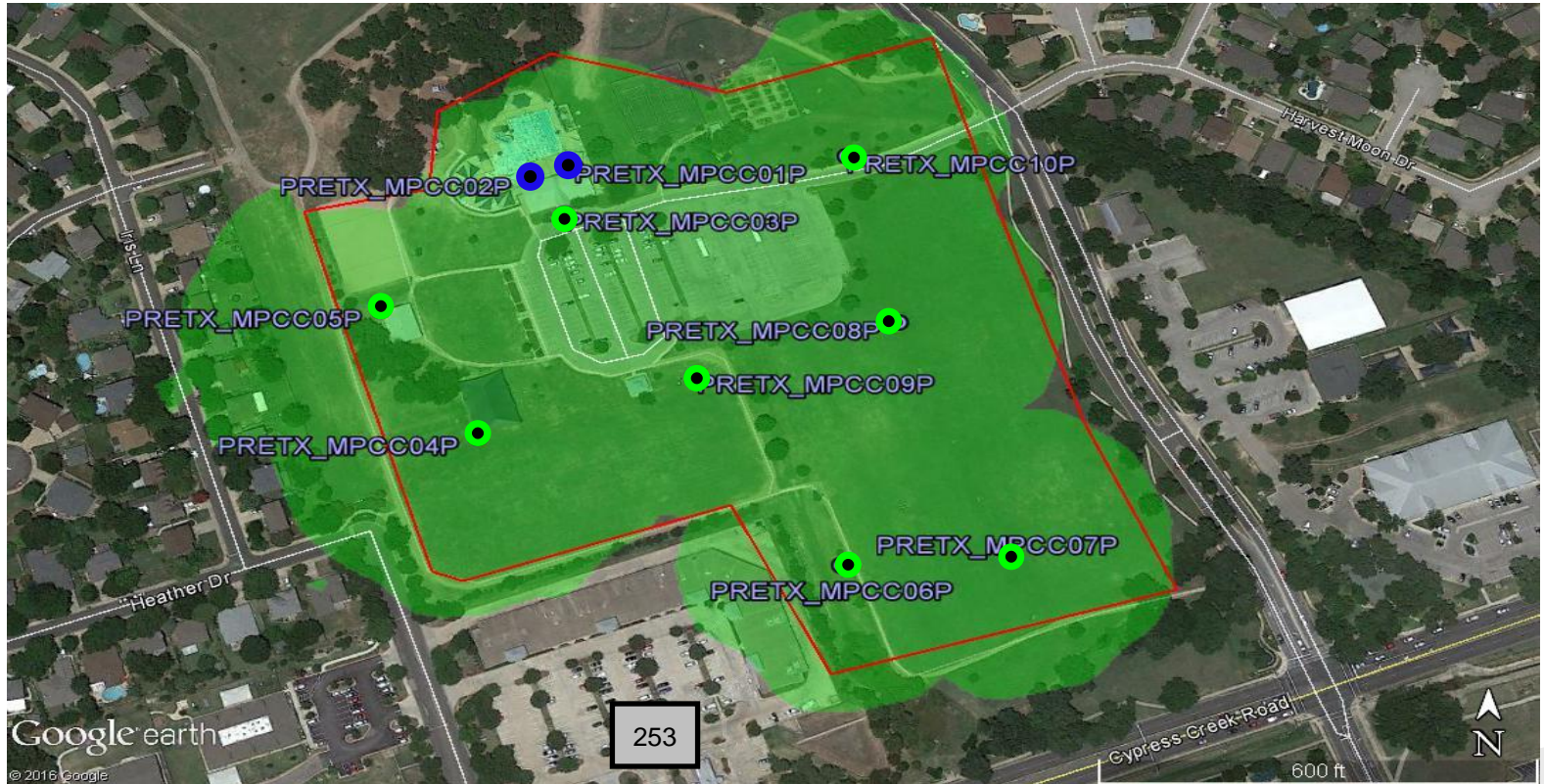
Note: Exact count at the park at the same time is unknown. During the walk it was estimated to be 4000.

Access Point & Bandwidth Venue Calculator			
Site Name: City of Cedar - Milburn Park			
Site Location: 1901 Sun Chase Blvd. Cedar Park, TX 78613			
Total Venue Population Users		4000	
<u>Usage Detail</u>			
Calculation Factors		Known & Calculated Values	
Ruckus Access Point Capacity (A)		350	Conn
Avg. throughput/user: Kbps (B)		400	Kbps
Avg. throughput per AP: 40 Mbps constant (Ruckus) (D)		40	Mbps
Total Attached users @ 75% (E)		3000	Users
Number of Simultaneous Users @ 25% of Total Users (F)		1000	Users
Capacity break down		Total Calculations	
Total# AP based on attached users (G)		9	AP's
Total # APs based on simultaneous users (H)		10	AP's
Subscriber Mbps Download (I)		391.0	Mbps
Subscriber Mbps Upload (J)		391.0	Mbps
<div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">251</div>			
<small>Note: A max. of 100 simultaneous users per AP is recommended</small>			

City of Cedar Park - Milburn Park Outdoor AP Placement And Coverage Objective

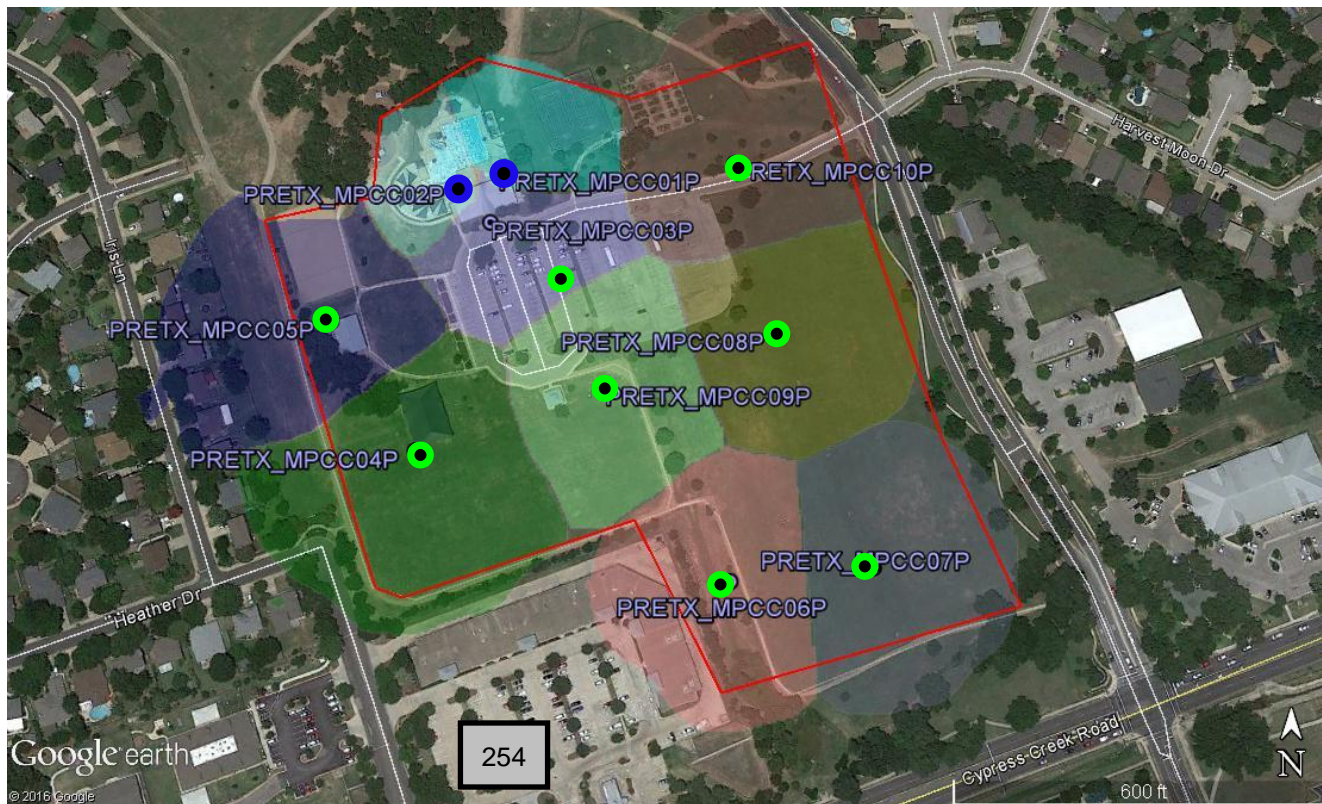


City of Cedar Park - Milburn Park ATOLL Outdoor Coverage Heat Map @ -70 dBm



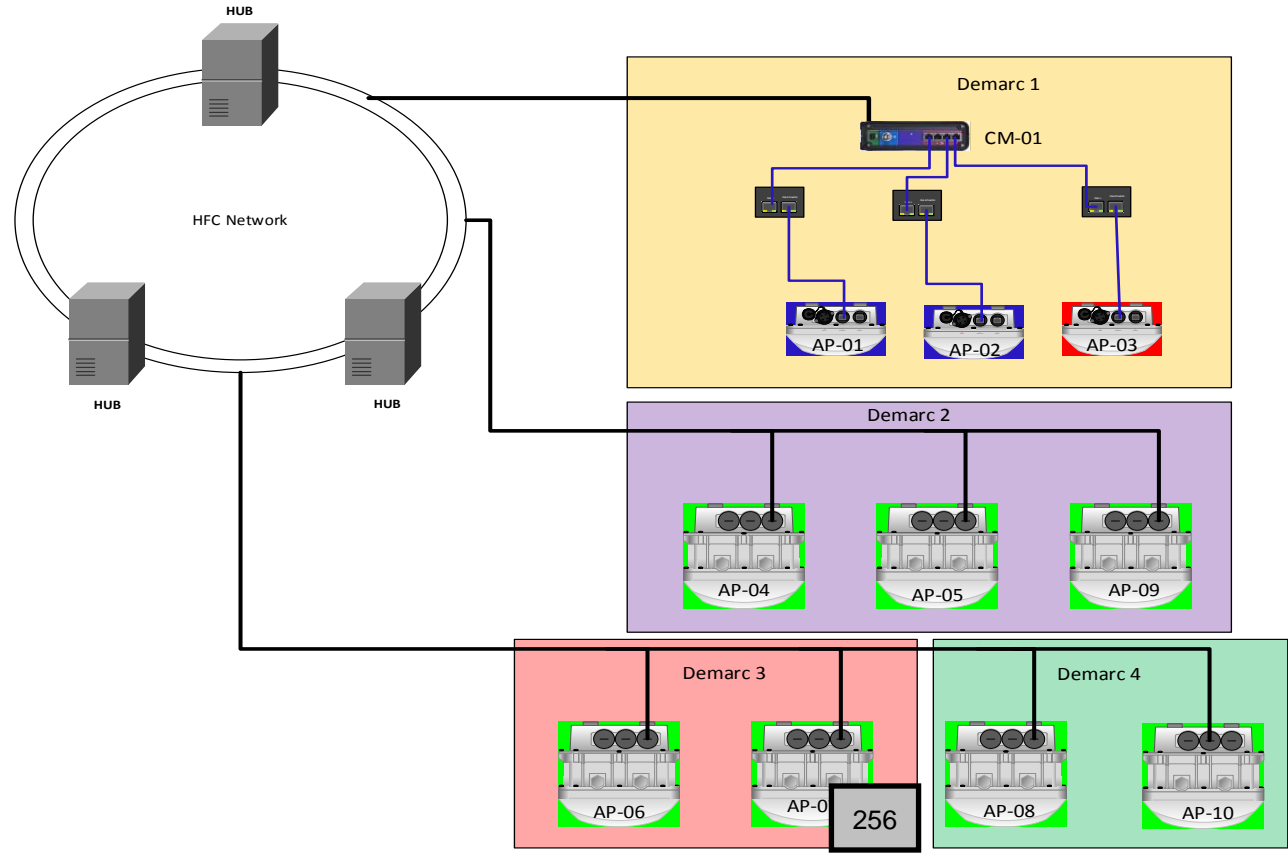
City of Cedar Park - Milburn Park

ATOLL Outdoor Coverage Heat Map @ -70 dBm Per AP



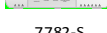


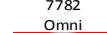
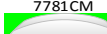









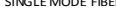





DESIGN SUMMARY BILL OF MATERIALS

Network Layout



ICON & Link Legend

-  7372
 -  7982
 -  7363
 -  7782-S
 -  7782-N
 -  7782 Omni
 -  7781CM
 -  Single Port Cable Modem
 -  Multi Port Cable Modem
 -  PoE Injector
-
-  CAT 5/6 LINES
 -  OUTDOOR RATED
 -  INDOOR RATED
 -  HFC PLANT
 -  COAX
 -  MULTIMODE FIBER
 -  SINGLE MODE FIBER
 -  MESH LINK
 -  2.4 & 5 GHZ
 -  5 GHZ ONLY

RF Design Summary (Part 1)

AP/Switch/Modem Model	AP / Switch / Modem Type	AP Vendor	Indoor / Outdoor	Latitude	Longitude	Feed Method	Connected To	(Dn/Up) Mbps	AP Mounting Type	Mount Type	IP #
CM-01	Multi-Port Modem	TWC	N/A	Main Building	Network Room	Coax	HFC Plant	50/5	N/A	N/A	3
PRETX_MPCC01P	ZF7782-S	Ruckus	Outdoor	30.478528°	-97.841117°	CAT 5e/6	CM-01	N/A	Attached	Custom	1
PRETX_MPCC02P	ZF7782-S	Ruckus	Outdoor	30.478462°	-97.841320°	CAT 5e/6	CM-01	N/A	Attached	Custom	1
PRETX_MPCC03P	ZF7782-Omni	Ruckus	Outdoor	30.478289°	-97.841152°	CAT 5e/6	CM-01	N/A	Attached	Custom	1
PRETX_MPCC04P	ZF7781-CM-Omni	Ruckus	Outdoor	30.477232°	-97.841505°	Coax	HFC Plant	50/5	Attached	Custom	1
PRETX_MPCC05P	ZF7781-CM-Omni	Ruckus	Outdoor	30.477821°	-97.841972°	Coax	HFC Plant	50/5	Attached	Custom	1
PRETX_MPCC06P	ZF7781-CM-Omni	Ruckus	Outdoor	30.476661°	-97.839889°	Coax	HFC Plant	50/5	Attached	Pedestal	1
PRETX_MPCC07P	ZF7781-CM-Omni	Ruckus	Outdoor	30.476722°	-97.839151°	Coax	HFC Plant	50/5	Attached	Pedestal	1
PRETX_MPCC08P	ZF7781-CM-Omni	Ruckus	Outdoor	30.477780°	-97.839610°	Coax	HFC Plant	50/5	Attached	Pedestal	1
PRETX_MPCC09P	ZF7781-CM-Omni	Ruckus	Outdoor	30.477524°	-97.840537°	Coax	HFC Plant	50/5	Attached	Pedestal	1
PRETX_MPCC10P	ZF7781-CM-Omni	Ruckus	Outdoor	30.478595°	-97.839846°	Coax	HFC Plant	50/5	Attached	Pedestal	1

RF Design Summary (Part 2)

AP/Switch/Modem Model	AP / Switch / Modem Type	Height (Feet)	Mesh Link Distance (Meters)	From	To	Antenna Type 2.4 GHz	Azimuth 2.4 GHz	Downtilt 2.4 GHz	Antenna Type 5 GHz	Azimuth 5 GHz	Downtilt 5 GHz	Output Power 2.4 GHz / 5 GHz
CM-01	Multi-Port Modem	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PRETX_MPCC01P	ZF7782-S	15	N/A	N/A	N/A	120	19	10	120	19	10	28/26
PRETX_MPCC02P	ZF7782-S	15	N/A	N/A	N/A	120	280	10	120	280	10	28/26
PRETX_MPCC03P	ZF7782-Omni	18	N/A	N/A	N/A	OMNI	N/A	0	OMNI	N/A	0	28/26
PRETX_MPCC04P	ZF7781-CM-Omni	18	N/A	N/A	N/A	OMNI	N/A	0	OMNI	N/A	0	28/26
PRETX_MPCC05P	ZF7781-CM-Omni	15	N/A	N/A	N/A	OMNI	N/A	0	OMNI	N/A	0	28/26
PRETX_MPCC06P	ZF7781-CM-Omni	4	N/A	N/A	N/A	OMNI	N/A	0	OMNI	N/A	0	28/26
PRETX_MPCC07P	ZF7781-CM-Omni	4	N/A	N/A	N/A	OMNI	N/A	0	OMNI	N/A	0	28/26
PRETX_MPCC08P	ZF7781-CM-Omni	4	N/A	N/A	N/A	OMNI	N/A	0	OMNI	N/A	0	28/26
PRETX_MPCC09P	ZF7781-CM-Omni	4	N/A	N/A	N/A	OMNI	N/A	0	OMNI	N/A	0	28/26
PRETX_MPCC10P	ZF7781-CM-Omni	4	N/A	N/A	N/A	OMNI	N/A	0	OMNI	N/A	0	28/26

Bill of Materials

Equipment List / Bill of Materials

Network Element	Manufacturer	Model	Quantity
Access Point – Outdoor	Ruckus	ZF7781-CM-Omni	7
Access Point – Outdoor	Ruckus	ZF7782-Omni	1
Access Point – Outdoor	Ruckus	ZF7782-S	2
Multi-Port Modem	TBD	TBD	1
Cat 5e/6	TWC	TWC	350
Pedestal Mount	TWC	TWC	7
PoE Injector	Ruckus	Ruckus	3

Estimated CAT 5e/6 Distances (FT)

From	To	Type Cat 5e/6, Fiber	Ethernet Distance (Feet)
CM-01	AP-01	CAT 5e/6	100
CM-01	AP-02	CAT 5e/6	100
CM-01	AP-03	CAT 5e/6	150
Distance Totals			350

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APPENDIX

Demarc 1

Community Building Network Room (Coaxial Feed)

Demarc 1 is located in the Community Building Network Room.

A multi-port cable modem (CM-01) and PoE injector will be installed at this location.

Demarc 1 will feed AP-01, AP-02 and AP-03.

City of Cedar – Milburn Park will provide power to the cable modem and PoE.



Demarc 2

Underground Vault (Coaxial Feed)

Demarc 2, TWC will extend the HFC plant from an existing underground vault to a new underground vault west of the Pavilion.

Demarc 2 will feed AP-04, AP-05 and AP-09.

AP will be power by the HFC plant.



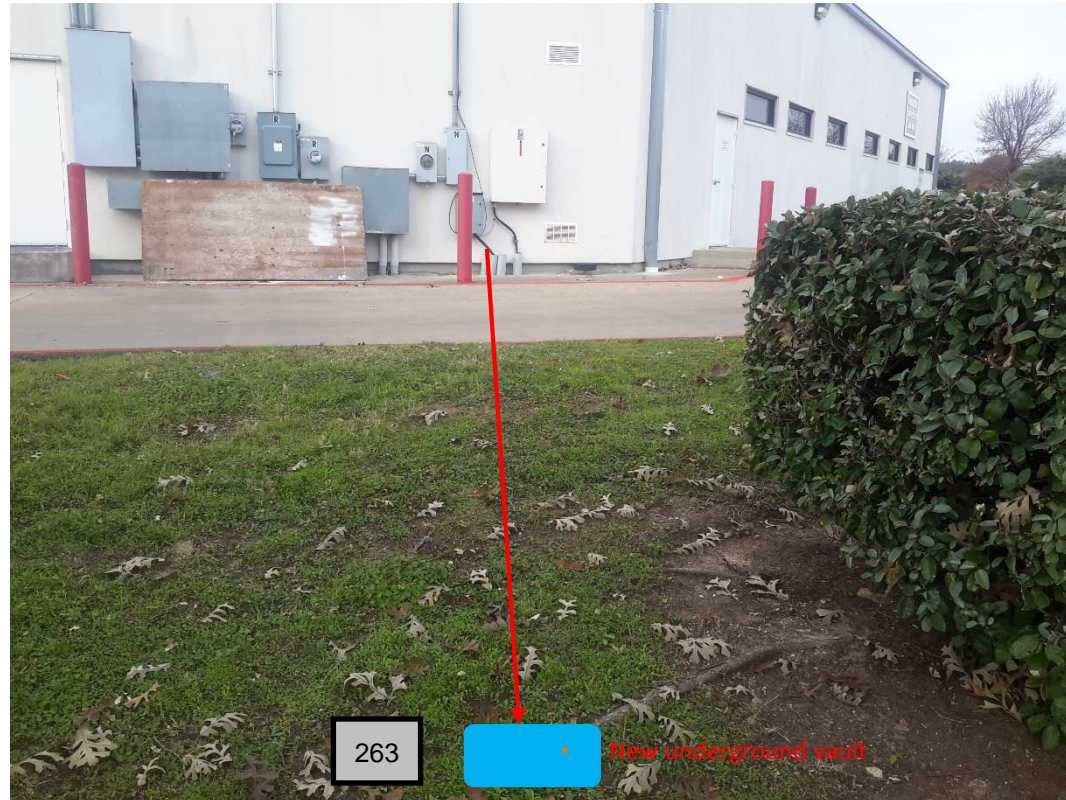
Demarc 3

Attached J Box (Coaxial Feed)

Demarc 3 TWC will extend the HFC plant from the existing attached J Box to a new underground vault in the soccer field.

Demarc 3 will feed AP-06, and AP-07.

AP's will be power by the HFC plant.



Demarc 4 Underground Vault (Coaxial Feed)

Demarc 4 TWC will extend the HFC plant from existing underground vault to the a new underground vault main entrance park.

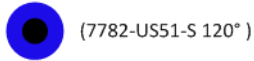
Demarc 4 will feed AP-08, and AP-10.

AP's will be power by the HFC plant.



AP-01

Back of the Community Building – East Side



AP-01 should be mounted back of the Main Building – East Side.

The AP should be mounted with an azimuth of 19° and a down tilt of 10° .

ANY Angle bracket is recommended mount for this location.



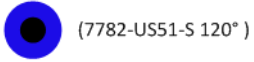
AP-01

AOI



AP-02

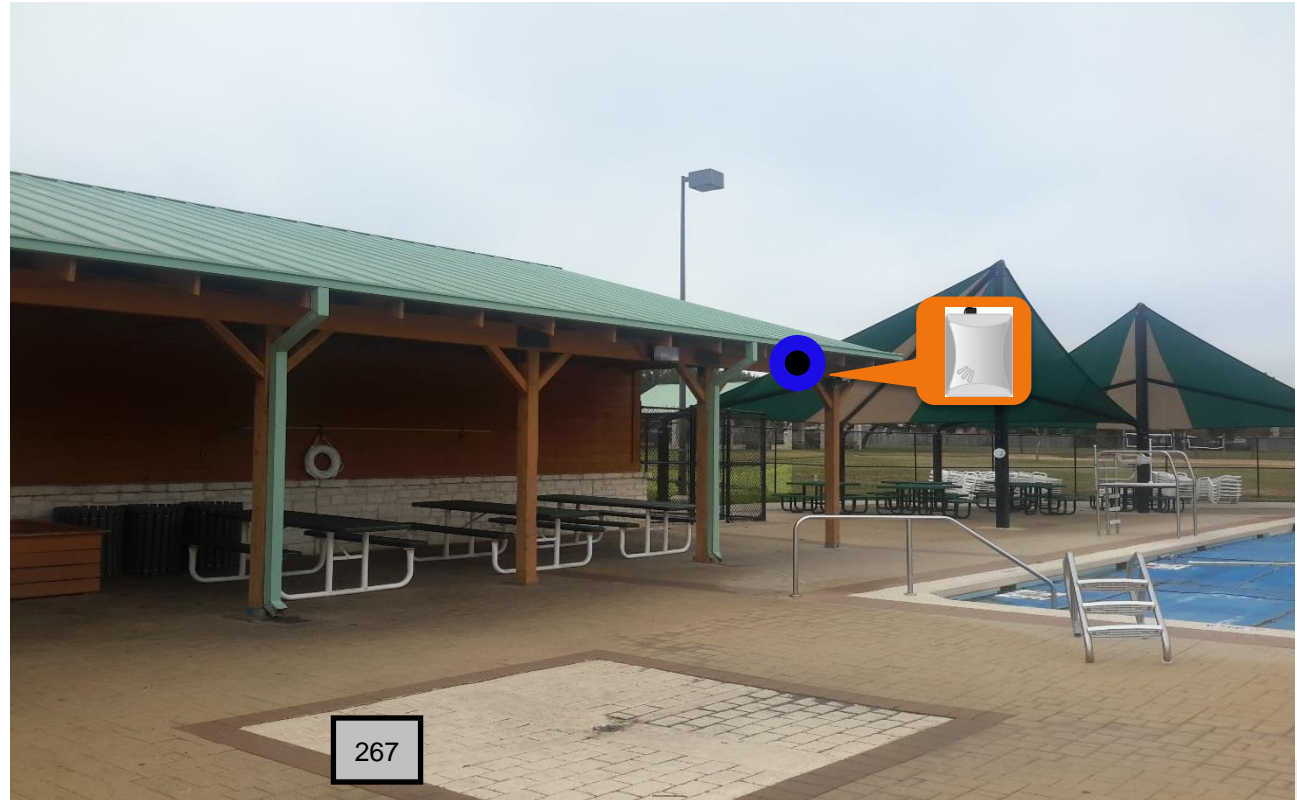
Back of the Community Building – West Side



AP-02 should be mounted back of the Main Building – West Side.

The AP should be mounted with an azimuth of 280° and a down tilt of 10°.

ANY Angle bracket is recommended mount for this location.



AP-02 AOI



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AP-03

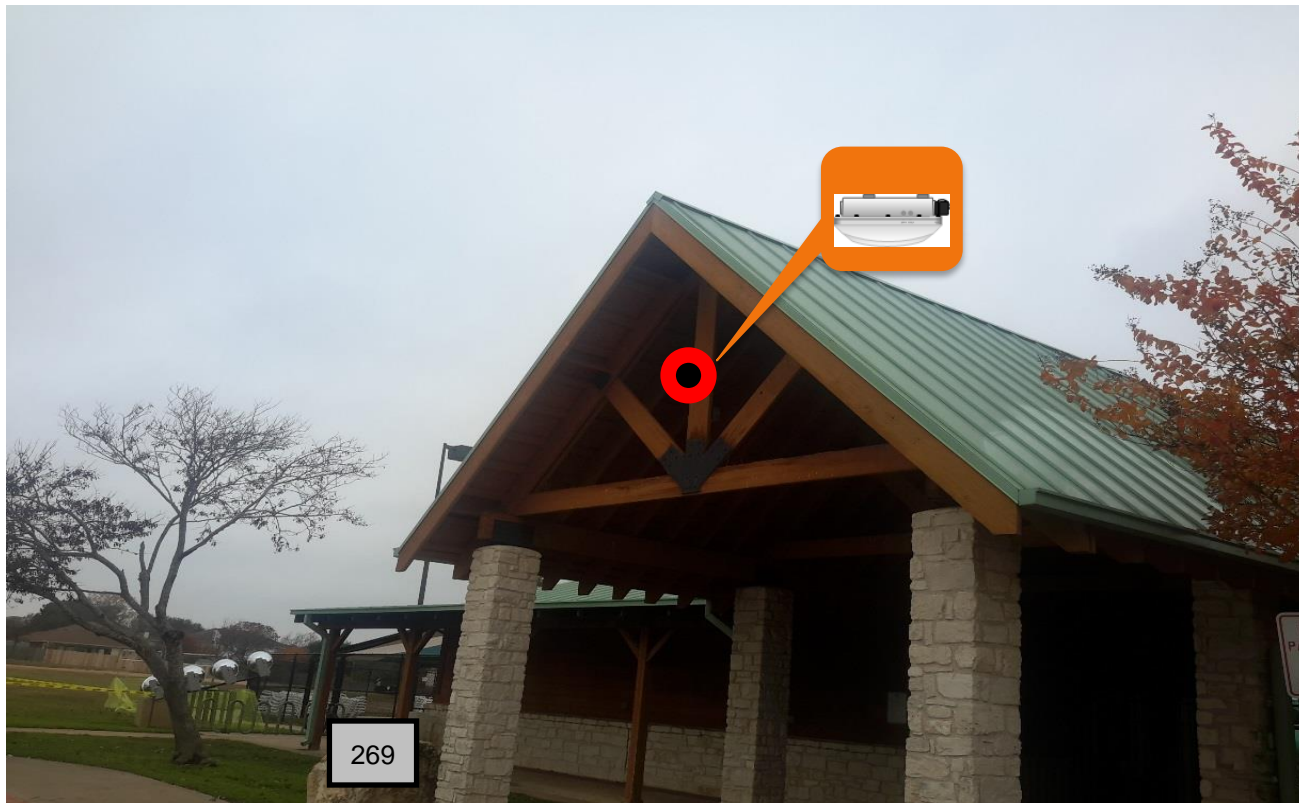
Main Entrance Community Building – Front Side



AP-03 should be mounted in Main Entrance Community Building – Front Side.

The AP should be mounted flush to the eave roof with the dome facing down.

ANY Angle bracket is recommended mount for this location.



AP-03 AOI



AP-04 Pavilion

 (7781-CM-US01-OMNI-360°)

AP-04 should be mounted in Pavilion southwest side.

The AP should be mounted in the metal structure with the dome facing down.

ANY Angle bracket is recommended mount for this location.




AP-04 AOI



AP-05

Volleyball Area Pavilion

 (7781-CM-US01-OMNI-360°)

Mount AP-05 on the Volleyball Area Pavilion.

The AP should be mounted on the corner of Pavilion with the dome facing down.

ANY Angle bracket is recommended mount for this location.



AP-05 AOI



AP-06

Soccer Field – South Side

 (7781-CM-US01-OMNI-360°)

Mount AP-06 on the soccer field south of the walking path.

The AP should be mounted with the dome facing up, using a pedestal which stands approximately 4' high above ground level.



AP-06 AOI



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AP-07

Soccer Field - Southeast Side

 (7781-CM-US01-OMNI-360°)

Mount AP-07 on the soccer field southeast of the walking path.

The AP should be mounted with the dome facing up, using a pedestal which stands approximately 4' high above ground level.



AP-07 AOI



AP-08

Soccer Field – East Side

 (7781-CM-US01-OMNI-360°)

Mount AP-08 on the soccer field east of the walking path.

The AP should be mounted with the dome facing up, using a pedestal which stands approximately 4' high above ground level.



AP-08 AOI



AP-09

Soccer Field – West Side

 (7781-CM-US01-OMNI-360°)

Mount AP-09 on the soccer field west of the walking path.

The AP should be mounted with the dome facing up, using a pedestal which stands approximately 4' high above ground level.



AP-09 AOI



AP-10

Main Entrance Parking Lot Area

 (7781-CM-US01-OMNI-360°)

Mount AP-10 northeast of the Main Entrance Parking Lot Area.

The AP should be mounted with the dome facing up, using a pedestal which stands approximately 4' high above ground level.



AP-10 AOI



MOUNTING RECOMMENDATIONS

ZF7781-CM, ZF7782, Or ZF7762-OMNI ANY Angle Bracket Use

Manipulate the ANY Angle Bracket as required
(If needed remove the extension bracket)



ZF7781-CM Or ZF7782-OMNI Pedestal Mount (Mounted Dome Up Only)

When using the ZF7782-Omni in a pedestal mount, 110 VAC needs to be used.



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Thank You



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Backup material for agenda item:

- F.15 Discussion And Possible Action Regarding The City Council Regular Scheduled Meeting Scheduled For May 12, 2016. (Grimes)

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



**CEDAR
PARK**

2016 City of Cedar Park Meetings

This calendar is subject to change. To verify the meeting please check the posted online agendas no earlier than 72 hours prior to the start of the meeting.

January 2016

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2016

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

TCMA (6/9-12)
TCAA (6/15-17)
Council Retreat

August 2016

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Budget

February 2016

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

July 2016

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Budget Wkshp

September 2016

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Budget

March 2016

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

City Council
 PACE (Parks, Arts, Community Enhancement)
 Planning & Zoning
 Tourism Board
 Type A Board (Economic Development)
 Type B Board (Community Development)
 Holiday

October 2016

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NNO
TML (10/4-7)

April 2016

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Holidays / Important Dates

Jan. 1	New Year's Day
Jan. 18	Martin Luther King Day
Feb. 15	Presidents Day
May 30	Memorial Day
July 4	Independence Day
Sept. 5	Labor Day
Oct. 4-7	TML Conference
Nov. 11	Veteran's Day
Nov. 24-25	Thanksgiving
Dec. 23 & 26	Christmas Holidays

November 2016

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APA (11/2-4)
*11/8/16 National Election

May 2016

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 2016

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1/2/17

*5/7/16 City Election